

1901-053  
Lee Co.

Chancery Causes: Jennie H. Baylor & vs. Exrs. of A. H. Fulkerson &c

Folder 1013

Carr, Anderson, Gibson, Beaty, Hyatt, Richmond, Wood,  
Cummings, Roberts, Baltzell, Preston, Dettor, Morgan,  
Munsey, Carter, Kreyer, Trigg, Goodson, Hurt

CA: Unspecified  
T-Property

- Land survey
- Correspondence
- Deed



Lee-Circuit Court

Jennie H. Baylor, et al.

Vs. Petition.

Isaac S. Anderson & J. R. Gibson, Executors, et al.

To the Honorable H. A. W. Skeen,

Judge of the Circuit Court of Lee County, Virginia.

Your petitioner Ida I. Fulkerson would respectfully show unto your Honor that at the November term, 1899, of this court and at the March and June terms succeeding the decrees or orders entered in this cause contemplated the appointment of a guardian for the three infant children of your petitioner and A. H. Fulkerson, her deceased husband, and that the fund of \$3,225 more or less, which was deposited by the executors under the order of this court in the National Bank of Bristol, Tenn., (which sum has been diminished by payments authorized in this cause, as appears from the decrees referred to) should be paid over to such guardian. Your petitioner is advised that this adjudication in said decrees, if it be adjudication, is erroneous. It was doubtless caused by an oversight, if it is erroneous, but the purpose of this petition is to ask the attention of this honorable court to this point and to have it review and correct said decrees in that respect.

The papers in this cause show that your petitioner has an estate for life or during widowhood in all the real and personal property now on hand belonging to the estate of the said A. H. Fulkerson, deceased, including the said fund on deposit in the National Bank of Bristol, and that the three infant children aforesaid are entitled only to the remainder over



after the termination of your petitioner's estate. Your petitioner states that her said infant children have no property of their own whatever, and they will not be entitled to receive any estate of their own under the will in evidence in this cause unless and until your petitioner's estate be terminated. She is advised, therefore, that there is no necessity at this time for the appointment of a guardian for her said infant children. She is further advised that if a guardian were appointed he would <sup>not</sup> be the proper person to receive and take charge of the said fund on deposit in said bank, but that a receiver should be appointed by this honorable court to take charge of and invest said fund and pay over annually the income derived therefrom to your petitioner during the ~~long~~ continuance of her estate therein and to pay the remainder at the termination of her said estate to the said children, or the survivor of them or to those entitled under the said will. Your petitioner has endeavored since the last term of this court to procure some suitable person to qualify as guardian of her said infant children and take charge of her said fund pursuant to the apparent requirements of the former decrees in this cause, but she has been unable to get any suitable person to do so, and she has been unable herself to make a bond of the nature that should be and doubtless would be required in such a case, and being advised that such course would not be the proper course in any event she is constrained to bring this matter to the attention of your Honor and to ask an adjudication on this point, and to this end she prays that your Honor will take cognizance of this petition and treat it, so far as it may be necessary, as a petition to review and rehear the aforesaid decrees, and upon such review and hearing that



said decrees be amended in so far as they contemplate the appointment of a guardian and the paying over of said fund to such guardian, and instead thereof that your Honor will direct that a receiver be appointed as hereinbefore indicated. She says that Isaac S. Anderson, who has been acting heretofore as one of the executors in this cause, has consented to act as such receiver if your Honor should see fit to appoint him as such, and she states that this would be eminently satisfactory and desirable to her, and she believes it would be to the interest of her infant children and of all parties in interest in this cause. She is advised that it is unnecessary to make any particular persons parties defendant to this petition, as no others are interested except the said three infant children, and that the said infant children are already before this court and are defended by their guardian ad litem, and that your Honor will protect and defend the interests of said children as the law requires; and your petitioner will ever pray,  
&c.

*Ann + Luise*  
*For Petitioner*



Geo.

ren as the law requires; and your petitioner will ever pray.

Your Honor will protect and defend the interests of said child

court and are defended by their Guardian ad litem, and that

*Jerome H. Bayler et al*

*Petition of*  
*Lda D. Fullerton*

*Anderson & Gibson, Ex<sup>rs</sup> et al*

*Filed in open court by*  
*leave thereof Nov 7-1900*  
*A B Munnery Clerk*

one of the executors in this cause, has consented to act as  
says that Isaac S. Anderson, who has been acting heretofore as  
that a receiver be appointed as hereinbefore indicated. She  
such Guardian, and instead thereof that your Honor will direct  
pointment of a Guardian and the paying over of said fund to  
said decree be amended in so far as they contemplate the ap-



Jennie H. Baylor and Sallie K. Carr

vs.

In Chancery.

I.S. Anderson and John R. Gibson Executors &c et als.

This cause came on again this day to be further heard on the papers formerly read, and the report of the said Anderson and Gibson Executors, showing that they had deposited the sum of money found in their hands at the last term of this court, in the National bank of Bristol, and was argued by counsel. And there being no exceptions to said report, and it appearing to the court that said Executors have deposited said money in accordance with the permission granted them by the decree entered in this cause at the last November term of this court, and there being no exceptions to said report or the action of said executors in making said deposit, said report is confirmed and said deposit is approved, and said Executors are released from any further control of or liability for said money. And ~~there being nothing further to be done in this cause it is stricken from the docket~~ *This cause is retained on the docket for the purpose of further examining said fund and for that purpose is continued*



James H. Baylor & Co.

vs.  $\frac{1}{2}$  Deane final

Hudson & Anderson & Co.  
vs. it al

Entered on lch. O. B.

No 6 Page 377

Enter This Deaver

Hawthorn

March 16<sup>th</sup> 1890



Lee Circuit Court

Jennie H. Baylor, et al.

Vs.

DECREE.

Isaac S. Anderson & J. R. Gibson, Executors, et al.

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This cause came on again this day to be heard upon the papers formerly read herein and the petition this day filed herein of Ida I. Fulkerson, and was argued by counsel. The said petition sets forth that the decrees and orders entered in this cause at the November term, 1899, and the two subsequent terms of this court contemplated the appointment of a guardian for the three infant children of the petitioner and A. H. Fulkerson, her deceased husband, to whom the fund originally of \$3,225 (which has been reduced by certain payments authorized herein) which was deposited by order of this court by the executors of the will of A. H. Fulkerson, deceased, in the National Bank of Bristol, Tenn., should be paid, and prays that said petition be treated in the nature of a petition to review and amend the said decrees in that particular, and to appoint a receiver to take charge of said fund and collect and pay over the income therefrom to the petitioner during the estate for life or widowhood given her by the will of her deceased husband A. H. Fulkerson, and to preserve and pay over the corpus of said fund to those entitled thereto at the termination of said estate: and it appearing that the said petitioner Ida I. Fulkerson is, under the will of her said deceased husband, entitled to the income from said money or the residue thereof during her life or widowhood, and that her said three infant children will not be entitled to any part thereof unless and until the said limited estate shall termin-



ate, and that there is no present necessity for the appointment of a guardian but that such receiver should be appointed; and it further appearing by the petition of said Ida I. Fulkerson that Isaac S. Anderson, who was formerly one of the executors of the will of A. H. Fulkerson, deceased, has consented to accept the receivership if appointed by said court, it is adjudged, ordered and decreed that the aforesaid decrees and orders entered in this cause at the terms specified, to-wit, the November term, 1899, and the March and June terms, 1900, respectively, be so far modified and amended as to <sup>dispose with</sup> ~~disposition~~ that the requirement that a guardian be appointed at this time for the said infant children, to whom the said fund on deposit in the National Bank of Bristol, Tenn., should be paid over; and it is further adjudged, ordered and decreed that Isaac S. Anderson be, and he is hereby appointed a receiver in this cause; and thereupon the said Anderson appearing in court by James W. Orr, his attorney in fact under a power of attorney duly executed and acknowledged, and executing bond conditioned according to law in the penalty of the sum of \$ 6000<sup>00</sup>, with John R. Gibson as his surety, who appeared in person in court and ~~was examined on oath as to his sufficiency as security on said bond, and the court having heard evidence as to the sufficiency of the said Anderson as receiver herein and~~ <sup>and the court</sup> being satisfied ~~from the evidence adduced~~ as to the sufficiency of said Anderson as receiver, and of said Gibson as security on the said receivership bond, doth accept the said bond as sufficient. The said receiver will take charge and control of the said fund now remaining on deposit in the said bank, which bank is hereby authorized and directed to pay over the same to said receiver, and to place it under his control,



and said receiver will invest the same to the best advantage in his judgment, taking ample security for any sums loaned, and shall annually on such date as shall be most advantageous or best pay over to Mrs. Ida I. Fulkerson the income that may be derived from said fund, retaining for his services a commission of 5% on all sums disbursed. And it appearing that the policy of insurance for \$3,000 on the life of the said Ida I. Fulkerson taken out by the said A. H. Fulkerson in his life time for the benefit of the said three infant ~~xx~~ children is still in force, and the court being still of opinion, as expressed in a former decree in this cause, that this is a good and safe investment for the benefit of said infant children, it is further adjudged, ordered and decreed that the said receiver shall out of the corpus or principal of the sum which may be paid into his hands pay the premium on said policy, but as such payments diminish the amount devised to the said Ida I Fulkerson by said will, it is expressly adjudged, ordered and decreed that such payments shall be made only by the agreement and consent of the said Ida I. Fulkerson, and shall continue only so long as she may consent thereto, and shall cease when she notifies the said receiver in writing to that effect. This cause shall be retained upon the docket for the present, and said receiver shall make report to this court at a future term of his actions hereunder, and until the coming in of such report this cause is continued.



State of California, County of Fresno.

Jennie H. Boyler et al  
vs  
Dennis  
Anderson & Gibson, Ex<sup>rs</sup> et al  
Entered O. B. 6 P 475  
This  
Nov 7-7 1890  
The undersigned, the undersigned of the said  
said receiver, shall be retained on the books for the present, and  
the undersigned shall be retained in the office for that effect. This  
only as long as the undersigned shall be retained, and shall cease when  
and consent of the undersigned I, Anderson, and shall continue  
decreed that such settlement shall be made only by the agreement,  
Anderson by said bill, is expressly, agreed, ordered and  
as such settlements shall be the amount decreed to the said Ida I  
may be paid into his hands but the proceeds on said bill, but  
receiver shall out of the corpus or principal of the sum which  
it is further adjudged, ordered and decreed that the said re-  
and safe investment for the benefit of said infant children,  
pressed in a former decree in this cause, that this is a good  
still in force, and the court being still of opinion, as ex-  
time for the benefit of the said three infant as children is  
I, Anderson taken out by the said A. H. Anderson in his life  
the policy of insurance for \$2,000 on the life of the said Ida  
insurer of \$5 on all sums disbursed. And it appearing that  
be derived from said fund, retaining for his services a com-  
or paid over to Mrs. Ida I. Anderson the income that may  
and shall annuities on such date as shall be most advantageous  
in his judgment, taking such security for any monies loaned,  
and said receiver will invest the same to the best advantage

may be paid into his hands but the proceeds on said bill, but  
receiver shall out of the corpus or principal of the sum which  
it is further adjudged, ordered and decreed that the said re-  
and safe investment for the benefit of said infant children,  
pressed in a former decree in this cause, that this is a good  
still in force, and the court being still of opinion, as ex-  
time for the benefit of the said three infant as children is  
I, Anderson taken out by the said A. H. Anderson in his life  
the policy of insurance for \$2,000 on the life of the said Ida  
insurer of \$5 on all sums disbursed. And it appearing that  
be derived from said fund, retaining for his services a com-  
or paid over to Mrs. Ida I. Anderson the income that may  
and shall annuities on such date as shall be most advantageous  
in his judgment, taking such security for any monies loaned,  
and said receiver will invest the same to the best advantage



Jennie H. Baylor et als.

Vs.

Anderson & Gibson Executors &c. et al.

This cause came on this day to be further heard on the papers heretofore read and the two reports of C.T. Duncan Commissioner, filed in said cause, the one on January 28th 1898, and the other on November the 9th, 1899, and accounts, statements and exhibits therewith and was argued by counsel: on consideration of which and there being no exceptions to said reports or either of them, or the settlements therewith filed, said reports and settlements are confirmed, and the Executors of A.H. Fulkerson deceased are permitted to withdraw from the files of this cause <sup>said settlements</sup> and have them recorded in the proper book of the County Court Clerk's office of this County, and after they are recorded they will return them to the files of this cause. And it appearing to the court from said reports and the statements therewith that there is still a surplus in the hands of said Executors after the payment of debts and costs of administration, of \$3325.00 which arose from a sale of the eastern end of the "Home Place", the residue of which, after enough had been sold to pay debts and costs of administration, was devised for life, or during widowhood, to the testator's widow, and remainder to his three infant daughters, on consideration of which the court is of opinion and doth adjudge that the widow of said A.H. Fulkerson is entitled for life to the yearly accruing interest on said surplus, <sup>after the payment of two sums herein</sup> and that said three infant daughters are entitled to the corpus of said fund. And it further appearing to the court that said testator in his life time induced his said wife to have her life insured in the Equitable Life Insurance Company for the sum of \$3000.00, for the benefit of his three daughters aforesaid, the yearly accruing premiums upon which are \$143.40, and that upon said policy <sup>five</sup> there has already been paid ~~five~~ premiums, the court is of opinion that future premiums on said policy should be paid from the money of said infants for whose benefit said policies were taken, on consideration of which it is adjudged ordered and decreed that the Guardian <sup>he</sup> of said infants, so long as <sup>he</sup> believes it is to the interest of his said ward, do pay the yearly accruing premiums upon said policies as ~~the~~

*directed to be paid out of said fund*



they become due, but hereafter, should the guardian of said infants become convinced that it is not to the interest of said infants to pay the premiums upon said policies out of his wards money he may cease to do so. And it further appearing to the court that the widow of said A.H. Fulkerson borrowed from I.S. Anderson, one of said Executors the money with which to pay the premium which became due on said policies for the year 1898, for which she executed her note, it is adjudged ordered and decreed that said Executors pay said sum to said Anderson out of said sum of \$3225.00 still in their hands, lift said note and turn it over to said widow. and they will pay to said widow the sum of \$143.40, the amount of the premium which she paid on said policies for the year 1899 and take her receipt for the same, wick said two sums shall constitute credits to them on said sum of \$3225.00 aforesaid still in their hands. And it further appearing to the court that said infants have no guardian to whom said executors can pay said sum of money, and that they are anxious to relieve themselves from further care of or liability for the same they are permitted to deposit said sum of money in the National Bank of Bristol on the best terms they can obtain, take a receipt for the same, *which shall be an acquittance of all liability on this part* and report there action to a future term of this court, till which time this cause is continued.



276.40  
883.00  
6 28.20  

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1754.70

Jennie H. Baylor & al.

vs. Deane

Anderson & Gibson Exors & Adms

Entered on chey order  
Book No 6 P 301 & 2

Enter this decree  
Hawthorn  
Nov 11<sup>th</sup> 1899



Jennie H. Baylor, et al.,

vs.

J. R. Gibson and S. Anderson, Ex'rs et als.

-----  
This cause came on again to be heard upon the papers formerly read and the report of Commissioner C. T. Duncan, filed on the 27<sup>th</sup> day of *May* 1897, and exceptions thereto filed by the plaintiff and the defendant and the exhibits filed with said report, and was argued by Counsel. On consideration whereof and for reasons appearing to the Court it is adjudged, ordered and decreed that Jennie Baylor recover from the executors, to be paid out of any funds in their hands, the sum of \$500.00 and legal interest thereon from *subject to a credit of seven - three dollar paid Sept 20<sup>th</sup> 1882* the 21<sup>st</sup> day of ~~November~~, 1882, 'till paid, and the costs incurred by her in asserting the same in this Cause. And as to all other matters and things in said Bill mentioned, the plaintiff's Bill is hereby dismissed and stricken from the docket, and the plaintiff are ordered and decreed to pay to the defendants the costs of this suit to be taxed by the Clerk, except the costs therein awarded to the plaintiff, Jennie Baylor.

And in order to fully adjust and settle all matters relative to said estate, C. T. Duncan, former Commissioner, is directed to take, ~~State~~ and settle the ~~executorial~~ account of J. R. Gibson and I. S. Anderson, Executors of the last will and testament of A. H. Fulkerson, deceased, showing what sums have gone, or by due diligence could have gone into their hands. What debts were and are owing to said executors; and what debts are due from said estate, to whom due, and their priorities.



He will report any facts deemed pertinent by ~~himself~~<sup>himself</sup> or required by any interested party. He will give timely notice of the times and place of his settling and report his action to this Court at its next term; and for that purpose the Cause is continued. And the Bill of the plaintiff, as to all else, is stricken from the docket.

### Memorandum,

It is suggested to the Court by the plaintiffs in said Cause that they feel aggrieved by the foregoing decree, and ask for an appeal therefrom. It is ordered that the execution of said decree be suspended for the period of ninety days for the purpose of applying for a transcript of the record for and preparing for an appeal herein, upon the plaintiffs or some one for them executing a bond, in the penalty of two hundred and fifty dollars, conditioned as the law requires in such cases,



Plffs Costs  
 recovered C 12.21 00  
 J 1.50  
 S 4.50  
 Printer 5.00  
 atty 15.00  
 G. A. L. \$38.21

Plffs Costs not recovered  
 Clerk of Washington Co 11.60  
 Co Clk Lee Co 2.90  
 Comr L. T. Duncan 217.80  
 R. L. Pennington 75.00  
 \$307.30

Costs in Court of appeals  
 Defts Costs recovered  
 atty 20.00  
 Clerk 1.58  
 Damages 30.00  
 \$51.58

Jermie Bayler et al

7 } Decree

Final as to all but  
 exeutorial acct.

Gibson & Andersen Exrs

Nov. 7. 1897

Wm. C. Bayler et al

Enter this:  
 Nov. 5. 1897  
 \$1,200



Virginia.

At a Circuit Court continued and held  
for Lee County at the Court-house thereof  
on Friday the 5<sup>th</sup> day of November 1897.

Jennie S Baylor et al Complainants  
vs

J R Gibson & J. S. Anderson

Executors et al - - - Defendants

This Cause came on again to be heard  
upon the papers formerly <sup>read</sup> and the re-  
port of Commissioner L. S. Duncan  
filed on the 27<sup>th</sup> day of May 1897, and  
exceptions thereto filed by the plaintiffs  
and the defendants and the exhibits filed  
with said report, and was argued by  
counsel. On consideration whereof and  
for reasons appearing to the Court it is  
adjudged, ordered and decreed that Jennie  
Baylor recover from the executors to be  
paid out of any funds in their hands  
the sum of \$500.00 and legal interest  
thereon from the 18<sup>th</sup> day September 1882  
till paid, subject to a credit of seventy  
three dollars paid Sept 20<sup>th</sup> 1882, and the  
costs incurred by her in asserting the  
same in this cause. And as to all other  
matters and things in said bill mentioned  
the plaintiffs bill is hereby dismissed  
and stricken from the docket. and the  
plaintiffs are ordered to pay to the de-  
fendants the costs of this suit to be  
taxed by the Clerk, except the costs herein



awarded to the plaintiff Jennie Baylor.  
And in order to fully adjust and  
settle all matters relative to said estate  
L. T. Duncan former Commissioner  
is directed to take State and settle the ex-  
ecutorial account of J. R. Gibson and  
J. S. Anderson Executors of the last will  
and testament of A. H. Fulkerson de-  
ceased, showing what sums have gone  
or by due diligence could have gone into  
their hands; what debts were and are  
owing to said Executors; and what  
debts are due from said estate, to whom  
due, and their priorities: He will report  
any facts deemed pertinent by himself  
or required by any interested party.  
He will give timely notice of the time  
and place of his sitting, and report  
his action to this Court at its next  
term; And for that purpose the Cause  
is continued. And the bill of the plain-  
tiffs as to all else is stricken from the  
docket.

A Copy

Lester A. B. Munsey Clerk



Jennie St Baylors et al  
vs Copy of Decree

J.R. Gibson et al Exrs

Executed Dec 2<sup>nd</sup> 1877

By delivering an attested  
office Copy of the within

Decree to C. J. Duncan  
in Lee County Va.

W. P. Weston S. L. C.

+

Copy for C. J. Duncan

C. \$100,



Commissioner's Office

Jonesville Va. December 17th 1896.

Jennie H. Baylor et al.

Vs.

In Chancery.

I.S. Anderson et al. Executors et als.

On this the 17th day of December 1896, at 9 O'Clock A.M. the parties by their Attorneys appeared before me, at my Office in the town of Jonesville Va. pursuant to the annexed notice.

Present: B.H. Sewell & H.S.K. Morrison Attorneys for Plaintiffs

A.L. Pridenore & D.C. Sewell " " Defendants,

the Executors of A.H. Fulkerson Deceased

AND The guardian ad litem for the infants not present, but directs by letter to proceed.

R.F. Carr a witness introduced by the Complainants, being duly sworn deposes and says:

The Defendants object to the testimony of this witness, because he is one of the signers of the paper in part sued on, which purports to be a contract between the plaintiffs, the witness and others with A.H. Fulkerson now deceased, and said witness is therefore incompetent to testify.

Pridenore & Sewell for the Executors

Ques.

P.G. Fulkerson G.A.L. for Infants

Ques. 1. Are you married Mr. Carr.

Ans. Yes Sir.

Ques 2. To whom were you married and when?

Ans. To Kate Fulkerson, on the first day of March 1880.

Ques. 3. What is her age at this time?

Ans. She was born the 8<sup>th</sup> day of October 1861.

Ques. 4. What was the maiden name of her mother?

Ans. Henrietta Baltzell.

Ques. 5. To whom was Miss Baltzell married?

Ans. To A.H. Fulkerson.

Ques. 6. Do you know who was the father of Henrietta Baltzell, Col. A H. Fulkerson's wife?

Ans. My understanding is, that David Baltzell was her father.

Ques. 7



Ques. 7. Did or not you and your wife sign a receipt and release to A.H.Fulkerson, guardian &c of your wife, a copy of which is filed with her bill in this case?

Ans. We did sign a release. A. copy of this release is file with said bill.

Ques. 8. At the time you signed said receipt or release, state what knowledge, if any, either you or your wife had of the condition of the accounts or receipts of the said guardian in his capacity as guardian of your wife.

The foregoing question is excepted to because the paper itself furnished full information.

Pridemore & Sewell for Execrs.

and for G.A.L. for Infants.

Ans. We had no knowledge of the matter.

Ques. 9. Were any representations made to you and your wife at the time said paper was signed, by A.H.Fulkerson, if so what were they?

Ans. He paid my wife \$500.00, and asked us both to sign a release or receipt which he had, and said that the \$500.00 was more than was due from the Baltzell estate, but that what he had was for his children and it made no difference. The receipt to which I refer is the same one, a copy of which is filed with the bill in this case.

Ques. 10. When did you <sup>or your wife</sup> first learn of the amount which said Fulkerson had, or should have received as guardian of your said wife

Ans. A very short while before the bringing of this suit, I think only some 15 or 20 days.

Ques. 11. Would or not you and your wife have signed the receipt or release referred to, if you and she had been as fully advised of the state of the account of said guardian as you now are?

Ans. We would not.

Ques. <sup>12</sup> Would or not you or either of you have signed the paper referred to, without the representation made to you by A.H.Fulkerson at the time, that, that was all that was due or words to that effect?

Ans. No Sir, we would not.

Ques. 13. Mr. Carr, how much has your wife received from the estate of which A.H.Fulkerson was guardian, and how much of this was received for the price of the land sold to J.M.Barker and M.D.Goodson?

Ans. ~~SESESE~~ We had our house burned some time in the year 1886 and



our account of the amounts we had received was then burned, the amounts which we had received corresponded with the payments made to Mrs. Baylor, except one payment derived from the sale of the Poor Valley land, I mean the Barker land. We having received \$350.00 and Mrs Baylor \$400.00.

Ques. 14. Who made the contract for the sale of the real estate of the wards of Col. Fulkerson, and by whom was the purchase money paid, when, if you can recollect, and what was the agreed price of the two tracts of land?

Ans. I do not know who made the sales, the purchase money was paid by Col. Abe Fulkerson atty at law, and A.H. Fulkerson, I do not remember the dates of said payments, the interest of my wife and John B. Fulkerson in the Poor Valley, or Barker land was sold for \$700.00 Mrs Baylor's interest in said tract was sold at \$400.00, my recollection is that the land was sold to Goodson for \$1700.00.

Ques. 15. Was Col. Abe Fulkerson your attorney? Or the Attorney of your wife?

Ans. No sir.

Ques. 16. Under whose advice and at whose request did you ratify these sales of land, by executing said deeds?

Ans. I do not remember, I think perhaps, John B. Fulkerson brought the deed for the Poor valley land to my wife and myself.

Ques. 17. In the statement of the credits, in the bill filed by your wife and Mrs. Baylor, state whether or not, there is included therein the amounts received as purchase money for the lands devised and descended from the Baltzells to your wife and her brother and sisters and devisees and heirs?

Ans. The amounts received for the land are included in the credits put down in said bill. And that statement includes all the sums received by my wife from said Baltzell estates of every kind or description.

And further this deponent saith not.

*R. H. Carr*

C.E. Baylor, another witness being introduced by the Plaintiffs deposes and say:

*This witness claims attendance 2 days attendance 36 miles going & returning*



Defendants

The ~~WITNESSES~~ object to the testimony of this witness for the same reasons stated as to the testimony of R.F.Carr.

Pridemore & Sewell for Defts.

Ques.1. Mr. Baylor do you know when Jennie H.Baylor was born,by reputation in the family.

Ans. I do not.

Ques.2. Do you know the maiden name of her mother?

Ans. I have understood that it was Henrietta Baltzell, I never met her

Ques.3. Was you present when Jennie H. Baylor signed the release and receipt filed as an exhibit with this bill?

Ans I do not think that I was.My recollection is that Col. Fulkerson presented the paper to me at my store,and took it to my wife who was at the dwelling house,he then brought it back to me,my wife signed it at the house and I at the store.

Ques. 4. On that occasion but before the signing of said paper either by you or your wife,did you hear any representations made by Col. Fulkerson to your wife?

Ans. I did not. But he made some to me before I signed the paper.

Ques. 5. What were they?

Ans. I told Mr. Fulkerson I knew nothing whatever about the business and could only depend upon what he said about it,he stated that he \$500.00 he was then paying us,he thought was in full of all he had received from the Baltzell estate; and he further said,that what he had had was for his children anyway,and that they would get more in the end by not sueing than they would to sue him,this was the extent of our conversation.

Ques. 6. Would or not you or your wife have signed the paper referred to , without the representations made to you by A.H.Fulkerson, at that time?

Ans. I would not,and I do not think my wife would have done so.

Ques.7.When did you and your wife first learn of the true state of the account of A.H.Fulkerson, as guardian of said parties?

Ans. Only a short time before the institution of this suit.

Ques. 8. If you had known the true state of said account,would either you or your wife have signed the same?



Ans. I would not and I do not think she would.

Ques. 9. How much and when has your wife received from A.H.Fulkerson asher guardian, and how much and when has she received from the sale of lands devised and heired by her from the Baltzells? which lands were conveyed to Barker and Goodson.

Ans. In September 1882, Mr. Fulkerson gave my wife his note for \$500.00 that note is still in my wife's possession unpaid, with a credit on it of \$76.00, on May the 3rd 1883, I received for my wife from A.H. Fulkerson, \$43.60, June 28th 1883, \$150.00, Sept. 19th 1883, \$25.71, on March 18th 1884, \$185.00, March 25th 1884, \$500.00, this was the amount received on the release, November 22nd 1884, \$40.00, Jan. 26th 1885, \$79.65, May 29th 1886, \$182.56, Nov. 11th 1886, \$400.00, Sept 24 1889, \$111.90, I do not know how much or which of said payments came out of the land sales, except that the \$400.00 item above named came out of the land sold to Barker.

Ques. 10. Do you know who made the contracts for the sale of your wife's land?

No sir, I do not.

Ques. 11. In the statement of the credits in the bill filed by your wife and Mrs. Carr, state whether or not there is included therein the amounts received as purchase money for lands they took by devise from and as heirs of the Baltzells?

Ans. Those credits include everything, land and everthing else to my knowledge.

Ques. 12. Will you file a copy of the note executed to your wife by Col. A.H. Fulkerson, above mentioned by you?

Ans. I have not the note with me, but will make and send a copy to the commissioner, to be file with my deposition as exhibit "00"

Ques. 13. When was your wife Jennie Fulkerson, now Jennie Baylor married

Ans. It was in in September 1882, I do not remember the day of the month.

And further this deponent saith not.

L. E. Baylor

*Witness 2 claims 2 days  
5 miles or a 70 going &  
coming. \$1.80.*



No further witness appearing the further taking of evidence and further proceedings in this cause is continued to Monday, the 4th day of January 1897. This the 17th day of Dec. 1896.

C. T. Duncan

Met pursuant to adjournment at the Office of Duncan & Hyatt in the town of Jonesville on Monday the 4th day of January 1897

Present : H.S.M. Morison & B.H. Sewell Attorneys for Plaintiffs

A.L. Pridemore & D.C. Sealell for the Defts the Executors.

J.A.G. Hyatt another witness of lawful age being duly sworn deposes and says:

Ques. State whether you ever saw Col. A.H. Fulkerson write and if you are acquainted with his handwriting?

Ans. I have seen him write his name frequently. I think I may say that I am acquainted with his signature.

Ques. 2. I hand you two letters, one dated Nov. 20th. 1871 and the other Dec. 14th 1871, please examine them and state in whose handwriting they are.

Ans. I think they are in the handwriting of Col. A.H. Fulkerson, the signature thereof, I am certain are in his handwriting. I file said letters with my deposition marked "A" & "B".

And further this deponent saith not.

Witness 1 day \$0.50.

J. A. G. Hyatt

Further proceedings in this cause is adjourned till the 3<sup>rd</sup> day of February 1897 at the Office of Duncan & Hyatt in Jonesville Va. This the 4<sup>th</sup> day of February 1897  
C. T. Duncan Clerk



James H. Baylor & Co  
25 1/2 Depositors  
Jas. Anderson & Co. & Co.

R. H. L. & Co.  
C. E. Baylor



A. N. TREECE.

P. G. FULKERSON.

OFFICE OF  
TREECE & FULKERSON,  
LAND AGENTS.

TAZEWELL, TENN.,

Dec 2 1890

Hon C. J. Duncan

Jessville

Enclosed find notice  
acknowledged, We will be busy  
taking depositions here next week  
but I will be up by the 18th any way  
just go ahead as if I were present  
if I am not there on the 17th,

Yours Truly  
P. G. Fulkerson



# CLAIBORNE COUNTY, TENN.

ITS : SOIL, : CLIMATE, : ALTITUDE : AND : RAINFALL.

*Our soil is divided into four qualities. First in fertility is the bottom lands, which occasionally overflow, thus keeping them rich. Next is the limestone land, which is largely level and embraces the north side of the ridges. This soil is adapted to all the grasses and grains. When "run down" it is easily reclaimed.*

*Next in quality is the white flint, chestnut and gravel land. It is not so productive as either of the other varieties, but yields fair crops of all the grains, clover and some of the grasses, and will stand more rain or drouth with less injury to crops than the other varieties, and is well adapted to fruit culture. Apples, peaches, pears, plums, and all the berries grow to perfection. For want of transportation no effort to grow fruit for shipment was made until 1895. We are 52 miles by rail from Knoxville, a city of 40,000 population, and within 12 hours run of Louisville and Cincinnati, and our county and State lines are within one mile of the Magic City of Middlesboro, Ky.*

*We furnish most of the grain, vegetables, poultry, butter, eggs and meats consumed by that thriving city. Our sandy lands overlying the coal fields produces well and is fine for fruit.*

*Climate mild, 16 below Zero is our coldest record while we consider it "very hot" when the mercury reaches 90, which it seldom does. Windy days are few, as the mountains break up the blizzards. Corn planting begins about April 10th, and the first killing frost comes from the 1st to the 10th of October.*

*Location healthy; malaria unknown. The K., C. G. & L. R'y enters the county at Clinch river, 1028 feet above sea level, rises in 7 miles, near Tazewell, to 1477 feet, drops in 8 miles to 1066 feet at Powell's river bridge, leaves the county and State at mouth of Cumberland Gap Tunnel, 1308 feet above the sea. Our highest mountains are over 25,000 feet, ranging from 1,000 to 2,600 feet above sea level. Annual rainfall for past 9 years has ranged from 60 to 76 inches. Lands range in price from \$4 to \$50 per acre. Reduced rates to prospectors. Either of the above described qualities of land for sale in any size tracts desired.*

*For further information, address*

**TREECE & FULKERSON,**  
REAL ESTATE AGENTS, - - - - - TAZEWELL, TENNESSEE.



Notice

To Jennie H. Baylor, Kate S. Carr, Ida ~~M.~~ Fulkerson, I. S. Anderson & John R. Gibson Executors of A. H. Fulkerson deceased and P. G. Fulkerson Guardian ad litem of the infant heirs at law and devisees of the said A. H. Fulkerson deceased.

You will please take notice, that on the 17th day of December 1896, at my Office in the town of Jonesville, I will sit for the purpose of taking such further evidence as may be offered, by either side on the issues directed to be enquired into by me, in the Chancery cause of Jennie H. Baylor and Kate S. Carr vs. I. S. Anderson and John R. Gibson Executors &c. and others, now pending in the Circuit Court of Lee County. Each of you are respectfully requested to be present at that time, either in person or by counsel.

Very respectfully &c.

November 30th 1896.

*L. J. Sweeney*  
Special Commissioner



Junie H Bayler & als

vs. By Notice

L. S. Anderson & als vs. etc.

Legal service of this  
notice is accepted this  
30<sup>th</sup> Nov 1846.

Isaac S. Anderson,

John R. Gibson.

B. H. Sewell, of Counsel.

For Junie H. Bayler and

Sallie H. Carr,

Ida J. Fulkerson

P. G. Fulkerson

Guardian ad litem



Commissioner's Office Jonesville Va. April 21  
Met pursuant to adjournment, in my Office in Jonesville Va. on  
the 21st day of April 1897.

Present: H.S.K. Morison and B.H. Sewell, Attorneys for Plaintiffs

" A.L. Pridenore, Attorney for Executors

" P.G. Fulkerson Guardian ad litem for infants and Attorney for Mrs. Ida I. Fulkerson.

H.C.T. Richmond a witness of lawful age being duly sworn  
deposes and says:

Ques. 1. Please state if you live in the neighborhood of the late A.  
H. Fulkerson, if you answer that you do please state how long you  
have lived in that neighborhood.

Ans. I do live in the same neighborhood in which A.H. Fulkerson  
lived and died. I have lived in that neighborhood 36 years.

Ques. 2. Please state if you are acquainted with the people in the  
neighborhood where said Fulkerson lived and died?

Ans. I am acquainted with the people generally of that neighborhood

Ques. 3. Please state if you know what was the character of Col. A.H.  
Fulkerson among his neighbors as a man of honor truth and fair  
dealings?

Ans. So far as my knowledge goes Col. Fulkerson was a man of honor  
and fair dealing and if he ever did anything to the contrary I  
never heard it, I know he never did with me.

Ques. 4. Please state whether or not Col. Fulkerson was a citizen of  
Lee County, and you answer that he was please state how long you  
knew him to be a citizen of said County?

Ans. He was a citizen of Lee County Va. My first recollection of Col.  
Fulkerson was in November 1857, I then staid all night with  
him, he was then living where he lived at the time of his death  
He continued to live at the same place up to the time of his  
death.

Ques. 5. Please state whether or not on the marriage of Col. Fulkerson  
to his last wife, the present Mrs. Ida Fulkerson there was any  
ill feeling and family dissatisfaction in reference thereto by



the children of his first and second wives, if you answer that you have no personal knowledge of these matters, please state what was rumored and talked of in the neighborhood among his neighbors and relations in reference thereto?

The foregoing question and any answer thereto is objected to by the Plffs. because immaterial irrelevant and hearsay.

Morison and Sewell for Plffs.

Ans. Personally I know nothing as to any ill feeling growing out of said marriage upon the part of any of his children by his former wives, except his son Charles he talked to me before the marriage and in opposition thereto. The general rumor of the country was that his son Charles and his daughters Rettie and Jennie were very much opposed to said marriage, I do not remember of hearing anything about Mrs. Carr.

Ques. 6. Please state if you know whether or not it is more expensive to keep and maintain girl children away from home and at school than it is at home, give your estimate, how much if anything said extra expenses would be per year? Say from the age of 14 to 20 years.

The foregoing question and any answer thereto is excepted to because irrelevant and immaterial and speculative.

Morison & Sewell for Plffs.

Ans. It is certainly more expensive to keep them away from home than at home. My own experience with my daughters is that a session away from home including all expenses costs about \$400.

It would be a mere guess as to what it would cost to keep them at home, I think a fair estimate is that it would not cost more than half as much to keep them at home as it does to send them away from home.

-- Cross-Examined --

Ques. 1. Was Col. Fulkerson an exact careful business man or was he careless and inclined to be loose?

Ans. My observation of him was that he was an exacting careful business man prompt careful and up to time that is my experience



with him and I had a great many dealings with him and in different ways. He was not more exacting than what seemed right and proper, he seemed to want what was coming to him and for others to have what was due to them.

Ques. 2. Was he careful as ordinary business men in preserving the evidences of his business transactions?

Ans. I could not state that, I never had any opportunity to learn as to how he kept his papers filed, my own transactions with him were mostly of a mercantile character, and as to whether he kept receipts for payments made, I do not know. He always required an itemized statement of his accounts with me, when his accounts were of any size, when they were small he would pay them and go on this is my experience with him.

And further this deponent saith not.

W. G. T. Richmond

The parties then filed before me Agreement marked Exhibit X Y  
--B C. B C. and statement therewith. and Agreement marked Exhibit X Y  
--A G and three letters therewith.

No other witness appearing the further taking of proof in this case is adjourned until tomorrow morning at 9 O'clock.  
This the 21st day of April 1897.

C. T. Duncan

Jonesville Va. ~~May~~ April 22 1897.

Met pursuant to adjournment, when the Defendants announced that they were through in chief and thereupon the Plaintiffs stated that they desired to take in rebuttal the deposition of John T. Ransom who they were expecting to visit Lee County at a very early day and moved an adjournment to some future day which was agreed to by defendants and accordingly ordered.

This 22nd day of April 1897.

C. T. Duncan



Mr. Ransom not coming I gave notice  
to Counsel of Plaintiffs and Defend  
ants that I would be obliged to them  
if they would on Saturday the 8<sup>th</sup>  
day of May 1897. appear before me  
with such further evidence as they  
desired to offer and that they would  
then present to me in way of written  
or oral argument their views of the  
Case. and on that day Mr B H  
Swell Counsel for Plaintiffs and  
Gen Pridmore Counsel for Defend  
ants appeared before me in my  
Office in Jonesville, and announced  
that they had no further evidence  
to offer and each filed written ex  
ceptions to certain pieces of evidence  
and then presented me with their  
views of the case in way of oral  
arguments and citations of authority  
and submitted the case.

This May 8<sup>th</sup> 1897

C. J. Duncan Clerk



Audience at 3 1/2 to  
ad's 3/3 Deposition of  
Baylor & Coor

H. C. T. Richardson



Office of Hanson & Hyatt.  
At Somerset Va. on the 3<sup>rd</sup> day of  
February 1897.

Met pursuant to adjournment.  
present. B. H. Swell for the Plaintiffs  
and. Padmore & Swell for the defendants.  
and there being no witnesses present, the  
Plaintiffs stated that they had no further  
evidence to introduce, unless it was  
three copies from the records of the  
County Court of Washington, and that  
they would determine, by the 10<sup>th</sup> day of  
February 1897 whether or not they would  
then offer them. And thereupon an adjourn-  
ment was taken to the Office of J. H.  
Hood in Bristol Va on the 10<sup>th</sup> day  
of February 1897.

C. T. Lumsden clerk

Office of J. H. Hood Bristol Va  
February 10<sup>th</sup> 1897

Met pursuant to adjournment,  
~~When~~ The Plaintiffs offered in evidence  
Three records from the County Court of



of Washington County Va which were  
marked respectively 16, 17, & 18, to the  
filing of which the defendants objected,  
because said records are immaterial  
irrelevant and have no bearing on the  
issues involved, before the Commis-  
sioner. And thereupon the Plaintiffs  
closed in chief.

Present. H. S. H. Morison & B. H. Sewell for Pliffs  
A. L. Prosser for Executors.

P. G. Fulkerson Guardian ad litem for  
The Infants & Atty for Mrs. Ida J. Fulkerson

C. T. Duncan lawyer

J. H. Wood a witness of lawful age  
being duly sworn deposes & says.

Just ~~ask~~ ~~ask~~ State your name res-  
idence & occupation?

Ans. My name is J. H. Wood. Residence  
Bristol Va I am a Lawyer

2 Please state whether or not  
at any time, before this you  
were employed professionally  
to, examine and investigate the  
accounts of the late A. H. Fulkerson



as advisor, of the estate of Jas. C. Balt-  
zell deceased and as guardian of  
Jennie, Kate, & John Fulkerson.

If you answer yes, state who  
employed you, and when it  
was as near as you can?

The foregoing question is  
objected to. Because the  
witness is not privileged & is  
close any fact in relation  
to his ~~employment~~ <sup>conduct</sup> in  
the business for which he was  
employed, or in relation to any  
fact received by him from his  
client, or any knowledge  
received from them, or  
knowledge given to them.

Morrison & Swick <sup>attys</sup>  
for Plaintiffs.

Ans.

The only connection I ever had with  
the matter referred to in the question  
was as counsel, and I decline to dis-  
close what occurred, as I conceive  
the rule of law, to prevent disclosures



of anything which occurred between myself and those who employed me.

- 3 Please state at what time the relation of Client and attorney, began, and ended if it has yet ended?

This question is objected for reasons above stated. The witness has already stated that the relation of attorney & client once existed and no further examination or disclosures can be required.

Morrison Lewis,  
Atty for Plaintiff

I have no disposition to refuse or volunteer an answer to the above question, but my understanding of the rule is that where the relation of Counsel & Client is shown to have existed the competence of the witness is settled & under the rule I



Do not think we should  
~~answer~~.

- 4 Please state who employed you  
 whether Jennie Fulkerson now Baylor  
 or Kate Carr, formerly Kate Fulkerson,  
 or was it some one for them?

Ans The only communication  
 I had was with  
 Mr. B. E. Baylor. I do not  
 remember any more of the  
 matter.

- 5 Can you then say that you were  
 counsel for them?

Ans I had no relation with  
 the matter in any way  
 then or since, I  
 do not know  
 the names of the  
 parties, I saw no one  
 but Mr. Baylor,

- 6 Please state the time as near  
 as you can that you had the  
 talk with Mr. Baylor?

Ans It is difficult for me to



remember, as I know of  
nothing to refuse in my  
recollection, but I should  
think it has been right  
on the year,

7 Are you of Counsel, for the plffs  
in the present case in which  
you are a witness?

Ans I am not,

The defendant insists that the first  
as well as all the questions propounded to  
this witness should have been answered  
that none of them were privileged, and  
that the witness had no right to refuse  
to answer them. And this matter is respect-  
fully referred to the Court.

C. T. Sullivan Esq.

All the foregoing questions and  
answers of the witness are objected  
to. Because it is shown that he  
is incompetent, having acknowledged  
the relation of attorney & client to have  
once existed.

Morrison & Sewell,  
attys for Plaintiffs,



And further this deponent verily swears,  
Witness. 1 day. .50.

J. H. Moor

M. L. Blackley, a witness of  
lawful age being duly sworn depo-  
ses, and says,

1<sup>st</sup> Question by

State whether or not you were ever  
employed as an attorney to collect on  
an account of Mrs Sallie Q Bult-  
zelle of A. H. Fulkerson deced.  
If so will you please state the  
amount of said account, the date,  
and if you have a copy of the  
same please file it as an exhibit  
to your deposition

The foregoing question and any  
answer thereto are objected to.

1<sup>st</sup> Because there is no sufficient  
pleading putting same in issue,  
in this case; 2<sup>d</sup> Because there  
is no account, or charge made by  
the decedent as guardian and no  
vouchers, and his executors cannot



after his death set up for him a  
charge for maintenance; 3<sup>d</sup>  
Because it is immaterial; 4<sup>th</sup>  
Because there is no evidence of  
the inability of the decedent  
being a factor of the plaintiffs, to  
support and maintain his infant  
children, out of his own estate.  
5<sup>th</sup> Because there was no order  
of allowance made by the court  
for such purpose, no approval  
of such appropriation of his words  
estate to such purpose; and  
6<sup>th</sup> Because the question and  
the account offered do not  
show that H. H. Fulkerson  
as guardian was liable,  
Morrison Sewell,  
attys for Plaintiffs.

Ans. I was employed by Mrs  
Fannie Baltzell in 1870 or about  
that time to collect an account  
in his farm against Mr Archie  
Fulkerson then living in Lee Co



Va. By reference to a copy of the account, which is herewith filed as exhibit A and as a part of this deposition I find the amount of the account to have been \$97.00.

The date of the account is 1863.

I collected the account of of Mr Fullerton

cross examined

Ques 1. When did you collect said account?

Ans I do not remember the date of payment. It was some time in 1871 to the best of my recollection.

Ques 2. In what ~~way~~ was the account paid?

Ans It was paid in money to be kept of my recollection.

Ques 3. Were there any effects or the account offered or received in favor of Mr A. H. Fullerton?



and I do not remember of any  
offsets

Question by Commissioner. Was that  
account paid in full as presented or  
was there an abatement asked and  
given because of the dealings being  
during the war?

I do not now remember of any  
abatement of the account for  
on any account. My recollection  
is that it was paid in full

The account I think was made  
out at value and currency of the  
date of the account. is my  
recollection.

And further this deponent with res.

M L Blakely

No other witnesses appearing, adjourned  
to meet at the office of the Clerk of the  
Circuit Court of Washington County, at  
Abingdon Va on tomorrow morning at  
9. O. clock. This 10<sup>th</sup> day of February 1897

C. J. Duncan special commissioner



Circuit Court Clerk's Office

Shugden Va. February 11<sup>th</sup> 1897

Met pursuant to adjournment at the Office  
of the Clerk of the Circuit Court of Wash-  
ington County Va at 9 O'clock A M Feby  
11<sup>th</sup> 1897.

Present H. S. H. Morrison & R. H. Swell Atty for Plffs

A. L. Pridemore Atty for the Executors

P. G. Fulkerson Guardian ad litem for  
the infants and Atty for Mrs. Ida S. Fulkerson.

C. S. Duncan Clerk

John M. Kreyer another witness of  
lawful age being duly sworn deposes & says.

Ques<sup>1</sup>. Please state whether or  
not you are one of  
the late John G. Kreyer,  
being the Clerk of the  
Circuit Court of Wash-  
ing County Va.

Ans. I am.

Have you or not in your  
possession a book, which  
among other things contains  
a copy of a letter <sup>purporting to have been</sup> written  
by your father to C. E. Bayton



dated May 19<sup>th</sup> 1886. - found  
on pages ~~27 28~~ 91; 92 & 93 -

If you answer yes, and do not  
object, please file said book, and  
state in where, hand write said  
Copy is in?

The foregoing question and any  
answer thereto are objected to.

Because it is <sup>not</sup> shown that witness  
has examined <sup>and compared</sup> the supposed  
copy with letter of Mr C. E. Baylor,  
and said supposed copy is inadmissible,  
and Because immaterial &  
irrelevant.

Morrison Jewell  
Respondent for plffs.

Ans.

I have such book in my  
possession, I have heretofore made a  
copy of said letter and filed it  
with my deposition in this case  
I now file the book marked  
Exhibit "Book" as part of my  
deposition the letter is found  
on pages 91- 92 + 93 of said book  
the letter referred to is wholly in  
the handwriting of my Father.



Are you the, present clerk of  
 the Circuit Court of Washington  
 County, If you answer yes  
 please state whether or not  
 there is now in your office  
 a file of papers among the  
 decided Cause, a case A. H.  
 Fulkerson <sup>advent</sup> of J. C. Bultzell died  
 against George R. Burr, administrator  
 of A. Davis, and if you answer  
 yes please file a copy of  
 the final order in that and  
 state amt. & costs taxed against  
 the plaintiff if any? And the amt  
 sued on in the case. And file a  
 copy of the claim if found sued  
 on?

Ans.

I am the present clerk of the Circuit Court.  
 There is such a file of papers in  
 my office. I herewith file a copy  
 of the final order marked "F.O."  
 and a copy of the note sued on  
 marked "copy note". I do not find  
 any itemized statement of the costs



141  
but find a statement in regard  
to the costs made by L. G. Corby  
who was clerk of this Court at  
that time, and I file a copy of  
said statement marked "L. G. Corby  
statement."

### Cross-Examination

Quest. Please state if you know,  
or from the records in the  
above cause, for what the  
note sued on was given?  
~~For?~~

Ans. I don't know, I have not read the  
whole record; but from what  
I have read it was given for  
slaves a negro woman Amanda  
and her three children.

Quest. State briefly the defence set up  
in said suit.

Ans. It appears from the Pleas that  
the slaves were physically deficient.  
And further this defence  
sayeth not.

John M. Peger



Gen Arthur L. Cummings another with  
mass of lawful age being duly sworn de  
posed and says:

Question 1.

Please state whether or not  
you was employed as a lawyer  
to <sup>Prosecute</sup> ~~defend~~ a case that was tried  
in the Circuit Court of Washington  
County Va. That was finally  
styled A. H. Fulkerson admr of  
J. C. Baltzell decd against Geo.  
R. Barr admr of A. Davis'  
estate. If you answer yes  
please state anything you may  
know as to the fee agreed to be  
paid you & whether or not there  
was a note for it, and if so  
whether or not it was ever  
paid?

Ans. I was one of the counsel for the  
Plaintiff in the case which as I now  
remember, was determined, some  
twenty years ago. My fee as I now remem-  
ber was \$50.00, but my recollection



as to the amount, and whether or not a  
note was given, after this lapse of time,  
is not distinct, But my best recollection  
is, that the fee was \$50.00 and that a  
note was given. Col James Humes, now  
deceased, was at one time counsel in said  
cause, but said cause was not finally  
tried and determined until after his death  
At the trial of said cause I asked  
Henry S. Preston Esq to appear with me  
for the prosecution, which he did, and  
after the case was determined, my best  
recollection is, that I told Mr. Preston  
that he could have the fee, I am how  
ever, not positive whether I told him  
he could have the fee or that he could  
as he was practicing in Lee County, col  
lect it, and take his part out of it.

I have no recollection of Col Fullerton  
or any one else ever paying anything  
to me ~~about~~<sup>on</sup> my fee in the case I think  
I was one of the original counsel in  
the case which was brought by Warren  
M Hopkins Admr of Joseph C Ballgeb



Disceased and that afterwards the  
 Cause was revived in the name of  
 A H Fullerton Adam Dehonis now in  
 whose name it was prosecuted to a  
 conclusion. After said Cause was  
 revived, <sup>my recollection is, that</sup> some one, spoke to me for  
 leol Fullerton asking me to continue  
 in the case, It is probable that this  
 request was brought to me by Jos. T.  
 Campbell

X Examined

Ques. 1. by Pliffs. Did Mr Preston ever  
 tell you whether or not he had ever  
 collected the A H Fullerton fee?

The foregoing question being  
 hearsay is objected to.

Fullerton & Prioleau

Ans. I have no recollection of any conver-  
 sation with Mr Preston, since shortly after  
 the determination of the case, until today  
 when I understood him to say that he  
 had no recollection of having been paid  
 said fee or of ever receiving anything



all it.

And further this deponent saith not.

Arthur C. Cummings

Mrs. Mary H. Roberts another witness  
of lawful age being duly sworn depo-  
ses and says.

Ques 1. Please state, your name & resi-  
dence,

Ans My name is Mary H Roberts, I reside  
near Abingdon Va

2 Was your maiden name Baltzell  
a sister of Jos. C. Baltzell deceased  
and the wife at one time of the  
late Warren M. Hopkins?

Ans. My maiden name was Mary H Baltzell  
I was a sister of Joseph C Baltzell deceased  
and I was at one time the wife of Warren  
M Hopkins?

I now had you two receipts  
one marked No 1 <sup>dated first</sup> day of Aug. 1873  
purporting to signed by you  
please state if you signed these receipts



and also the one marked no 2  
bearing date 22<sup>nd</sup> Jan. 1872 - and  
whether or not the smaller receipt  
is not embraced in the larger one?

Ans.

Both of them are my receipts, that is I signed  
both of them. The smaller one is included  
in the longer. The sum of eight hundred dol  
lars was allowed me for services rendered by  
me in waiting on my brother Joseph to  
Baltzell deceased during his last illness.  
This was in pursuance of my brother Joseph's  
will. The amount to be paid to me was  
fixed by Dr Edward Campbell, John G.  
Heger and a Mr. Pitzer who was a near  
neighbor to my mother. This amount was  
paid to me by Col A. H. Huker son without  
a word.

3 I now show you ~~two~~ an ac-  
count for the services rendered  
by you spoken of by you above  
marked no 3 - Is that for the  
same as the receipt, if you an-  
swer yes. please find all three  
receipts and act with your depts?



Ans.

Said account is for my services, and was paid and is the same for which the receipts were given ~~to~~, to which I have referred in my answer above. Said receipts are numbered 1 & 2. and said account no 3. and all are herewith filed as part of my deposition.

4 I now show you, two accounts marked 4 & 5, purporting to be made out by your late husband and in his favor, against, Col. A. H. Fulkerson, Please state whose hand write these accounts are in if you know. And state all that you may know about them if anything?

Ans.

These accounts are in the handwrite of my late husband Warren M. Hopkins.

In reference to No. 4. I remember very distinctly of my husband getting out to sow on the farm. That is the land laid off to, the heirs & to ~~them~~ under the will of Jos C Battzell. The account marked 5 shows for itself what is ~~for~~, both of said accounts are correct



and both of said accounts were paid by Leol A.H. Fulkerson. My husband and myself had little means of our own just after the war and we had to require payment of these things.

The foregoing questions nos, 4 and 5 and answers thereto, and the accounts, exhibits nos 4 & 5, are objected to. Because for the reason and grounds stated in objection to M.L. Blockley's deposition, and here used to and adopted to said questions. And, Because irrelevant, immaterial, and inadmissible.

Morrison & Twell attys,  
for Defts

5. Please state if you know, what school Jennie & Kate Fulkerson attended while boarding at your house as shown in acct no 5?

Ans. Jackson, Institute here in Abingdon.

6 Do you know, if so please state who was the President of that school at that time?

Ans. Prof Davidson as well as I now remember. Or it may have been Mr. Short.



## Cross Examination

How long was your  
brother sick after you  
went there to nurse him  
I did your nurse him  
all that time?

Ans. He was sick about three months after  
I went there. I waited on him all that  
time. There was no one else to do it,  
were you then a profession-  
al nurse?

Ans. I was not. I was taught by my mother  
to be kind to sick. This is all the training  
I had. I heard he was sick, and told my  
husband I would go and wait on him.  
When I got there I told him I had come  
to wait on him. This seemed to please  
him greatly. I remained with him  
all the time till his death.

What disease did he labor  
under?

Ans. Consumption.

When you reached your  
mother when he was, was your











Crattem sitting up?

Ans.

He was, when I got there sitting up. when I told him I had come to wait on him, he appeared much pleased, said to me to give him some medicine and he would go to bed.

I believe I understood that you went to wait on him without his requesting it & with no expectation of being paid for it, ~~and~~

Ans

I went without his request and with no expectation of being paid for my services? And I expected nothing until after his death and his will was read.

When did the three gentlemen you speak of make the allowance for messing your Brother?

Ans.

I think at the first Court, after the will was probated, they asked me who should be selected to determine how much should be paid me. I told them to get persons



acquainted with what I had done, and  
Dr Campbell my brother's physician. John  
G. Hogue, his friend who did all my brother's  
writing for him and Mr Pitzer were selected.  
I knew nothing more about it until the  
certificate, allowing me \$800.00, was hand-  
ed to me.

Did you select those  
gentlemen to settle it?

Ans. Mr. Hopkins and myself selected them  
together.

When did your brother die?

Ans. In the summer of 1866. I think.

Did Mr Hopkins turn over  
to Col. H. Fulkerson all  
of the estate of your  
brother that he had?

Ans. I can't tell you a thing about that, I  
know that Col. Fulkerson came to our  
house and staid several days. He and  
Mr Hopkins were examining the books  
giving and taking receipts. They were  
both very particular, seemingly, and  
if my husband ever retained any part



of my brother's estate I know nothing of it.  
I am very certain in my own mind that  
he did not but cannot speak positively  
of anything unless I know it.

Did you ever hear  
your husband say  
how much money  
Kreger paid him as a debt  
of your brother's

Ans

to him, and I have no idea about it.

Was Col Fulkerson  
able to feed & clothe & pay  
for the tuition of his two  
daughters?

Ans.

He was, abundantly

Was there any person  
selected to fix the amount  
that should be paid for  
the board & care of ~~the~~ <sup>the</sup> children  
there?

Ans

No Sir. After the death of Col Fulkerson  
mother I sent to him for the children he  
sent them to me and stated to me that he  
did <sup>not</sup> want to impose on me, and when



ever I wanted anything to send to him for it  
Have you the certificate  
you say was sent to you  
by the gentlemen who  
signed your pay for nursing  
your brother?

Ans

I have it somewhere among some of  
my things but don't know exactly where  
it is.

Will you hunt it up  
& file it with the court  
as a part of your  
evidence

Ans

I will hunt it up, and if I can find it  
I will gladly file it. And if I do not  
find it in time to file with my depositions  
then I will send it by mail to the  
Commissioner at Louisville.

In regard to accounts  
filed with your deposition  
your & five, did you  
see the payment of those  
accounts by Col Hull or not

Ans.

I can't say that I saw them paid.



But I know that Mr Fulkerson paid him money, and I know that my husband was paid these matters.

Did you ever hear your husband say that he had been paid by Col Fulkerson either of the accounts four & five;

Ans. I do not remember that I ever heard him say anything about it, I know my husband was paid these items.

I do not know whether they were paid by Col Fulkerson or whether he retained the money out of funds in his hands as Administrator of my brother.

When did you first see these accounts?

Ans I have not seen them until today since Mr Hopkins & Col Fulkerson drew them off. I know Col Fulkerson took copies from Mr Hopkins, books.

Did Col Fulkerson send to your husband the papers?



Ans. To sir, my husband bought the land  
here, I think from Harts,

Have you any  
receipts in your possession  
executed by Col Fulkerson  
to your husband?

Ans. No sir. Everything was put on the  
torses. After Mr. Hopkins died, his toses  
were turned over to John W. Barr who was  
appointed his admr. I have not seen  
them since.

Re examined in Chief.

1 Please state if you know which  
died first, your father David  
Baltzell or Mrs Henrietta Fulkerson?

Ans. My father died first. She died some two  
or three weeks after my father.

Question by the learner. Do you know, how  
much cleared land was on each of  
the shores. finally got by the heirs of your  
sister Henrietta. I mean the shore laid  
off to them in right of their mother. The  
shore laid off to them as devisees under  
John C. Baltzell's will and the shore



Laid off to James P Battye?

Ans. I do not know anything about that.  
And further this witness says not.

M. H. Roberts,

Henry S. Preston another witness of lawful age being duly sworn deposes and says.

Ques 1 Please <sup>say</sup> whether or not you are acquainted with the hand write of the late, S. D. Stewart former President of Stonewall Jackson Institute, of Abingdon Virginia?

Ans I am acquainted with the hand writing of the late S. D. Stewart former President of Jackson Institute of Abingdon Virginia.

2 I now show you <sup>marked respectively 6 & 7.</sup> two papers, one purporting to be a receipt for \$40<sup>00</sup> signed by S. D. Stewart dated Jan. 22. 1872, The other purporting to an account receipted by said



S. D. Stewart. Please state whether or not these two signatures are that of the late S. D. Stewart?

Ans I have examined said two papers and I think the whole of them are in the handwriting of Mr. S. D. Stewart.

Mr. Stewart was president of said Institute at the time they bear date and I file them as part of my deposition marked 6. & 7.

The foregoing questions, answers and exhibits are objected to for reasons stated in objections to Blackley's deposition, & because said exhibits do not show in what capacity A. H. Gullickson paid said tuition, and for whom. Morrison Twiss, atty for Defts.

And further this deponent saith not

W. S. Preston

The Defendants then offered three tax tickets one for the year 1870 for \$8.60 another for the year 1871 for \$6.45 another for tax in



Kinderhook District for ~~tax~~ 1871. \$215-

These tax tickets are offered in connection with Exhibit No 4 filed with the Deposition of Mrs Mary H. Roberts and in support thereof said tickets are numbered. 8 9 & 10.

The filing of said tickets are objected to by the complainants, because immaterial and irrelevant and illegal

C. J. Duncan leaves

No other witness appearing, adjourned to meet in Bristol Va at the Hamilton house on Tomorrow Morning, Feby 12<sup>th</sup> at 9 o'clock A M. This Feby 11<sup>th</sup> 1897

C. J. Duncan leaves

Hamilton House

Bristol Va Feby 12<sup>th</sup> 1897

Met pursuant to adjournment at the Hamilton House in Bristol Va on the 12<sup>th</sup> day of February 1897.

Present the same parties as on yesterday.

C. J. Duncan. leaves



N. M. Lottor another witness of lawful age being duly sworn deposes & says.

Question. 1.

Please state if you know which of the lots, of the Balfell land viz: the lot assigned the children of Henrietta Fulkerson cleared as their mothers share. The share assigned as the Jas. C. Balfell lot - and the lot of Jas P. Balfell, has the most cleared on it - and the rents of each lot in value?

Ans.

The lot assigned to the children in right of their mother has the most cleared land on it. I think the rental value of that lot would be equal to the rental value of both the other lots mentioned.

2 Please state if you know, what condition the James P. Balfell lot was in, in the year 1875. and if the same has had improvements put upon it since then state what they are?



Ans.

My impression is that there was very little cleared land on it in 1870; I think there was then on it one little poor field called the "Jim" field. That is all I now remember on it. I do not think there ~~has been~~ much improvement put on it up to the time Goodson purchased said land.

Q Do you know Mary H. Roberts formerly the wife of Warren M. Hopkins; if you answer yes please state whether she is a sister or a half sister of the late Jas. C. Baltzell?

Ans

I know her. She ~~is~~ a half sister to the late Joseph C. Baltzell.

Cross-Examination,

Ques 1. State whether or not you have once before this been examined as a witness in this case, and on the matters you have just been examined on?

Ans.

I have been once before examined as a witness in this case, but not on the mat



ters which I am now being examined on,  
that is as to the difference in rental value of  
each of said shores.

Ques 2, ~~Are you acquainted with Mr~~  
~~Mr. D. Goodson, and if so, state~~  
~~whether or not he has lived on~~  
~~the said Baltzell or the three shores~~  
~~above mentioned.~~

Ans

~~I am acquainted with Mr. D. Goodson, he~~  
~~was lived on the Baltzell land on the~~  
~~3 shores mentioned, but he has lived~~  
~~on the shore laid off to the heirs in~~  
~~right of their mother, that is since Good~~  
~~son bought the land they put up a~~  
~~house and he lived on it. His name~~  
~~was John Goodson.~~

And further this deponent sooth not

P. Day .50.

N. M. Dettor

Paid by J. S. Anderson.

No other witnesses appearing, adjourned to meet  
in my office in Jonesville on Friday Morning  
Febry 17<sup>th</sup> 1897. This the 12<sup>th</sup> day of Febry 1897  
L. J. Dorman Clerk



Jonesville Va. February the 19th 1897.

Met pursuant to adjournment at the Office of C.T.Duncan in the town of Jonesville Va. on Friday the 19th day of February 1897, present, H.S.K.Morison & B.H.Sewell Attys for Plffs. and A.L.Bridenore attorney for Defendants, the Executors.

H.J.Morgan a witness of lawful age being duly sworn deposes and says:-

Ques. 1. Please state your age, residence and occupation?

Ans. I am 70 years of age, I reside at Jonesville Va. I am engaged in the banking business.

Ques. 2. Please state whether or not you were acquainted with the late A.H.Fulkerson, in his lifetime, if so state how long and your opportunities for knowing him?

Ans. I was acquainted with said Fulkerson during his lifetime and I knew him for the last fifty years, and have known him intimately for the last forty six years.

Ques. 3. Please state whether or not you were acquainted with the people in his neighborhood, among whom he lived and with whom he dealt?

Ans. I think I am pretty well acquainted with the people in Col. Fulkerson's neighborhood, with whom he lived, dealt and associated.

Ques. 4. Please state what Col Fulkerson's Character, as a man of truth and honor, was among the people with whom he was acquainted?

The foregoing question and any answer thereto, are objected to because the same is irrelevant and immaterial.

Morison and Sewell for Plffs.

Ans. So far as I know or ever heard he was regarded as a man of truth and honor.

Ques. 5. Please state whether or not, he was a man of property and had considerable dealings with the people among whom he lived?

Ans. I always regarded him as a man owning considerable property, and



I think he was so regarded by <sup>the people of his</sup> his neighborhood. and I also think he had a considerable amount of dealings with his neighbors.

Ques.6. Please state whether or not, during the said Fulkerson's lifetime, you know of any transaction of his, in which he was accused of fraud or misrepresentation?

The foregoing question and any answer thereto are objected to because irrelevant, immaterial and improper.

Moison & Sewell for Pliffs.

Ans. I know of no transaction, personally, nor do I remember of hearing any other person or persons, accusing him of fraud or misrepresentation.

--- Cross-Examined. ---

Ques.1. Did you know the number of his children?

Ans. I know the number of his living children, and I knew his son John who is now dead as I am informed. His living children are seven in number.

Ques.2. During the time that you knew him, was he able to furnish the necessary food, clothing and education for his children, suited to their station in life?

Ans. From the time I knew him down to the last ten or fifteen years, I regarded him as a man of means and fully able to provide his children with food, clothing and to educate them, but for the last ten or fifteen years, he has been a little more cramped, in the way of means, than formerly, but I think at the same time he was able to feed, clothe and educate his children. At least that was my opinion of his condition.

Ques. 4. From the close of the war, on, was he not a frequent borrower of money, and in considerable sums?

Ans. From the close of the war down to 1875 or 1878, I do not know of his borrowing any money, but he may have done so, so far as I know, but after that time and down to within a short time before his death, he was a frequent borrower of money, and in consid



erable sums for this country

And further this deponent saith not.

*Henry J. Morgan*

A.B. Munsey another witness of lawful age being duly sworn & deposes and says:-

Ques. 1. Please state your age residence and occupation?

Ans. I am fifty years old, reside at Jonesville Va, I am clerk of the Circuit Court of Lee County Va. I have also been sheriff of said county.

Ques. 2. Please state whether or not you were acquainted with the late A.H. Fulkerson, in his lifetime, if so, state how long you were acquainted with him, and your opportunities for knowing him?

Ans. I was acquainted with A.H. Fulkerson, I have known him well for thirty years, I lived 8 or 9 miles from him, I was in his neighborhood frequently and met him frequently.

Ques. 3. Please state whether or not you were acquainted with the people of his neighborhood, with whom he lived and among whom he dealt?

Ans. I am acquainted with the most of the people of that neighborhood.

Ques. 4. Please state what Col. Fulkerson's character was, as a man of truth and honor among his acquaintances?

Objected to for the same reasons given in the objection to the same question propounded to Judge Morgan.

Morison & Sewell for Plffs.

Ans. So far as I ever knew or heard his character was good.

Ques. Please state whether or not, you ever heard him accused of fraud or misrepresentations in any of his dealings?

Objected to because irrelevant immaterial and improper.

Morison & Sewell for Plffs.

Ans. I never did.

*And further this deponent saith not*

*1 Day 50. paid  
by John R. Gibson & executor.*

*A.B. Munsey*



No other witness appearing, and both sides agreeing that it will be impossible to get this case ready for hearing for the next term of Court, by agreement an adjournment is now taken to some time after the March term of the Circuit Court of Lee County, which time is to be determined by the Commissioner, and of the time of his next sitting, said commissioner will give to the ~~EM~~ counsel on both sides reasonable notice of the time fixed by him. This the 19th day of February 1897.

C. J. Sweeney Commissioner

Met in my Office in Jonesville Virginia, on Tuesday the 30th day of March 1897. This time and place was fixed by agreement between myself, as Commissioner, and the Counsel of Complainants and defendants and the Guardian ad litem for the infants.

This 30th day of March 1897.

C. J. Sweeney Commissioner

Present: H.S.K. Morison & B.H. Sewell Attorneys for Complainants

A.L. Pridemore for defendants, the Executors, and by request of the Hon. P.G. Fulkerson guardian ad litem for the infant and Attorney for Mrs. Ida I. Fulkerson, Gen. Pridemore represented him.

H.J. Morgan, another witness of lawful age being duly sworn deposes and says:

Ques. 1. Please state if you are acquainted with the hand-writing of John T. Ranson?

Ans. From about October 1850, up to about 1855 or 1856, I was very well acquainted with the handwriting of John T. Ranson, since that time I have not seen his handwriting to know that it was his.

Ques. 2. I now show you a paper dated St Joseph, July 3rd 1875, addressed to A.H. Fulkerson, purporting to be signed by John T. Ranson, please state if that is in the hand-writing of John T. Ranson?

Ans. I have looked over said paper and while I cannot say positively that it is his hand-writing



"4"

that it is in his hand-writing, yet I verible believe that the said paper is in the proper hand-writing of the said John T. Ranson. And said paper is herewith filed as a part of my deposition marked (1).

Ques. 3. I now show you another paper dated St. Joseph Feb. 4th 1876 addressed to Col. A. H. Fulkerson and purporting to be signed by John T. Ranson, please state whether or not it is in the hand-writing of the said John T. Ranson.

Ans. I make the same answer to this question as the one just above and I file said last named paper as a part of my deposition marked Ex. (2)

Ques. 3. I ask you the same question with reference to another paper dated at St. Joseph on the 26th day of April 1875?

Ans. I answer this question just the same as I have above answered.

*and file the same as Ex. 3 to the my deposition*  
Ques. 5. I hand you what purports to be a receipt of the Southern Express Company, one for a package said to contain \$50.00, another for the sum of \$100.00 and another for the sum of \$225.00 and ask you to file them with your deposition.

Ans. I file said receipts as requested marked Exhibits, (4) (5) & (6)

Ques. 6. Please state if you are acquainted with the handwriting of John B. Fulkerson deceased, if you answer that you are, state your means of knowledge of said handwriting.

Ans. I am partially acquainted with his hand-writing, the said J. B. Fulkerson practiced law here in Jonesville for two or three years and while he was here, and so engaged I saw him write frequently and saw his hand-writing frequently. And while I cannot say that I am well acquainted with it, yet I have some recollection of his hand-writing.

Ques. 7. I now hand you what purports to be a letter from the said J. B. Fulkerson to his father, dated at Santa Ana, Cal. June 30th 1886, and ask you to examine the same and say whether or not it is in the hand-writing of the said J. B. Fulkerson?

Ans. I have examined said letter and from my recollection of his hand writing, I am of opinion that said letter is in the



is in the proper hand-writing of the said J.B.Fulkerson.

Q. And I file said letter with my deposition as a part thereof marked Ex. (8).

Q. The complainants by their counsel except to the forgoing letters and receipts file with the deposition of H.J.Morgan, for the reasons stated at length in an exception heretofore made to the deposition of M.L.Blackley. The papers filed as express receipts are excepted to because not sufficiently proven. The letter of J.B.Fulkerson is excepted to because not sufficiently proven and because irrelevant and immaterial.

Ques. Morison & Sewell Attys for Plffs.

Ques. 8. I now hand you what purports to be a letter and receipt to Col.A.H.Fulkerson signed by John A.Buchanan, please examine the same and say if you know in whose handwriting they are and file them as part of your deposition?

Ans. I have examined said letter and receipts and I believe them to be in the proper handwriting, that is the body of said receipts and letter, The endorsement on the back of said letter is not in his handwriting. This endorsement or rather letter on the back of said letter I believe to be in the handwriting of Col. Abe Fulkerson. I file the same in one package marked Ex. (9)

-- Cross- Examined

Ques. 1. The receipts filed with your deposition purporting to be executed by the agents of the Southern express Company, three in number, to A.H.Fulkerson, please state if you know the handwriting of either of the persons who signed them?

Ans. I do not know the handwriting of either of the parties whose names are signed to said receipts.

And further this deponent saith not.

*Henry J. Morgan*



The defendants then filed 10 receipts purporting to be signed by Sallie K. Carr and Jennie H. Baylor, ~~WITH~~ proof of the signature of said parties is dispensed with, or in other words, it is admitted that said receipts are signed by the genuine signatures of said parties. All other matters in respect to said receipts as evidence are saved by the Plffs.

said receipts are marked from A1 to A10 inclusive.

The defendants also filled 6 receipts of Officers of Washington county. And the ~~DEFENDANTS~~ waived the right to have the signatures to said receipts proved, but reserved all other right in regard to them as evidence. Said receipts are marked B 1 to B 6. inclusive.

C. J. Sweeney

Commissioner

No other witness appearing the further taking of evidence in this case was adjourned till the 21st day of April 1897, at my office in Jonesville. This 30th day of March 1897.

C. J. Sweeney

Commissioner.



J. S. Anderson To

ad { Depo.

Jennie H. Bayton To



Extract Copy from Decree.  
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Virginia,

At a Circuit Court continued and held for Lee County, at the Courthouse thereof on Saturday the 6th day of June 1896.

Jennie H. Baylor & Sallie K. Carr,

vs.

In Chancery.

Isaac S. Anderson & John R. Gibson, Executors &c., et al.

\*\*\*\*\* And it further appearing to the court proper, it is adjudged, ordered and decreed that C.T. Duncan be, and he is hereby appointed a special commissioner for the purpose of taking an account in this cause, of the sums and property received by A.H. Fulkerson, or which should have been received by him by the use of ordinary diligence, either as guardian of the plaintiffs or as administrator de bonis non with the will annexed of Joseph C. Baltzell, deceased, and the value thereof as well as the value of all notes, bonds &c. to which the plaintiffs are entitled, and the dates thereof, and the disbursements made and the dates thereof. In stating said accounts, said commissioner will be governed by the rules of law which ordinarily control the statements thereof. The commissioner will file with his report the evidence upon which he bases it reduced to writing, and may consider any depositions taken in this cause upon the issues made. Said commissioner before proceeding to execute this decree will give the parties or their counsel at least 15 days notice of his sitting, as well as notice the said guardian ad litem. \*\*\*\*\*

Commissioner's Notice.  
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To Jennie H. Baylor, Sallie K. Carr, Isaac S. Anderson & John R. Gibson, Executors of the Last Will and Testament of A.H. Fulkerson, deceased, Ida H. Fulkerson, Widow of said A.H. Fulkerson, deceased, Mary H. Fulkerson, Margaret A. Fulkerson and Martha L. Fulkerson, Infant Heirs at Law of said A.H. Fulkerson, deceased, and P.G. Fulkerson, Guardian ad litem for said Infants:

You and all other parties interested in the decree from which the foregoing is an extract copy will please take notice that on the 14th day of <sup>September</sup> ~~August~~ 1896, at <sup>my</sup> ~~the~~ Office, <sup>in Jonesville Va</sup> ~~of the County Court Clerk of~~ Washington County, Virginia, at Abingdon, I will proceed to execute the same, when and where you are required to be present with any and all evidence you may have to offer which will aid me in the execution of said decree. My sittings will be adjourned from time to time, and from place to place until said decree shall be fully executed. This July 27th 1896.

Le T. Duncan

Special Commissioner.



Receipt legal service  
of this notice this 29<sup>th</sup>  
day of July 1896.

P. H. Fulkerson

Goodman Ad litem  
for Mary H. Morgenthat  
and Martha L. Fulkerson.

Anderson & Gibson Exrs.



Commissioner's Office, Jonesville Virginia Sept. 14 1896

Jennie H. Baylor and Sallie K. Carr

Vs.

Isaac S. Anderson and John R. Gibson Executors &c. etals.

Pursuant to notice hereto attached, the foregoing proceedings were had at my Office in Jonesville Va. on Monday the 14th day of September 1896,

PRESENT: B.H. Sewell of Counsel for Complainants.

D.C. Sewell of Counsel for Defendants.

No witness appearing, on motion of the Complainants by their Counsel further proceedings in the cause, are adjourned to the Office of the Clerk of the Circuit Court of Washington County, in Abingdon, on Wednesday the 16th day of September 1896.

C. J. Duncan  
Commissioner

Met pursuant to adjournment at the office of the Clerk of the Circuit Court of Washington County Virginia, in Abingdon Virginia on Wednesday the 16<sup>th</sup> day of September 1896. at 9 o'clock A.M.

Present. H. S. K. Morison and B. H. Sewell attorneys for the complainants and A. L. Pridemore attorney for I. S. Anderson & John R. Gibson, executors of A. H. Fullerton & W. G. Fullerton counsel for Mrs. Ida H. Fullerton & G. A. K. for infants deceased, part of the Defendants,  
This Sept. 16<sup>th</sup> 1896.

C. J. Duncan  
Commissioner



James H. Leaper. a witness of  
lawful age being duly sworn depo-  
ses and says.

Ques 1. State your age, occupation  
and residence.

Ans I am 45 years old, a farmer and  
residence near Wallaces switch  
Washington County Va

Ques 2. State whether or not you are  
acquainted with the farm of  
David Baltzell deceased, known as  
his, home place, in Washington  
County Virginia, and if so, how  
long have you known it -  
and how far have <sup>since formerly</sup> you, and  
do now live from it.

Ans I am acquainted with said farm  
have known it since I have been  
old enough to remember anything  
my father would said farm from  
Mr Baltzell in his life time, I lived  
on said farm some years and I now  
live on an adjoining farm.

Ques 3. State whether or not you are  
you are acquainted with the  
three shares in said farm that  
were assigned to Joseph C. Baltzell  
James P. Baltzell, and Henrietta  
Fletcher formerly Baltzell,



in the partition between the heirs  
of David Baltzell deceased, and  
of So. State whether or not these  
three shores adjoin each other.

Ans. I am acquainted with the shores said  
off to the three parties named in the  
question. Said shores adjoin each other.

Ques 4. What would be a fair cash  
rent per year for said three  
shores of land from 1866 to  
1883 - inclusive?

Ans. I think fifty dollars per year would  
have been a fair rental value of said  
three shores of land for the years named  
X Examined.

Ques. 1 Do you know who oc-  
cupied these lands for each  
of these years?

Ans. My father cultivated them for a while  
and then I cultivated them. I think  
my father & myself cultivated them  
for the years named. There was  
3 years of those years that the land  
was in grass and not otherwise cul-  
tivated.

2 Did you or your father pay  
a money rent, or a share in  
the crop?



Ans We paid a share in the crop.

3 State as near as you can the number of bushels of Corn, wheat, oats & other grain that you raised on each one of these shares?

Ans. One of said shares had no cleared land on it, one had about 10 acres of cleared land, the other share had about 30 acres of cleared land on it. We raised nothing on the uncleared share. On the 10 acre share we raised ~~wheat~~ wheat it produced when all in wheat some years as high as 60 bushels. another year I recollect it only made 21 bushels. This field brought very good corn and I think 15 bushels to the acre a fair yearly average for it. The thirty acre on the other share was not quite so good and would hardly average up with the 10 acre field.

4 What share in the crop did you pay as rent?

Ans We paid one third.

5 What was the average price of corn wheat & oats in that neighborhood for the years you have named?



Ans.

Corn at the heap. was worth about 38-  
cents, and would be higher in the  
spring ranging from 40 to 50 cents per  
bushel. Wheat was worth 75 to 80 cents  
per bushel.

- 6 From where did you rent  
this land and to whom did  
you pay the rent?

Ans

We rented it the largest part of the  
time from Horace M Hopkins and  
he received the rent for those years.  
For two years we rented from Leol A H  
Fulkerson, and at the direction of  
Leol Fulkerson I paid the rent for  
those years to Mr Bottles. I paid  
the taxes for those two years, and  
turned over the receipts, as part of  
the rents.

- 7 For these two years, how much  
money did you pay Mr Bottles  
after taking out charges &  
Taxes give me it as near  
as you can?

Ans.

There was a good deal of repairing to be  
done for those two years and after  
deducting that and the taxes I paid  
to Mr Bottles as well as I can now  
remember, the sum of \$62<sup>00</sup> for  
said two years. The repairs amounted



to about \$22<sup>00</sup> I do not remember  
the amount of taxes, but my best in-  
formation is about the sum of \$13<sup>00</sup>

I also at the direction of Mr. Bottles  
let some Bristol party have 20 bush-  
els of corn.

8 Would these two years be  
about an average, in rental  
yield for the years you have  
named?

Ans. I think they were about the average.

9 In this calculation if I under-  
stand you paid bottles \$3, paid  
repairs \$22, paid taxes \$13<sup>00</sup>  
and 20 bush of Corn say at  
40¢. would be \$8<sup>00</sup> in all  
\$105<sup>00</sup> for the two years, which  
were over average years is  
that correct?

Ans. That is correct.

9 Now if this is correct, how  
do you make out as in your  
examination in chief that  
these three shares were worth  
\$100 each annually, when  
these over average years  
only yielded \$52.50¢?

Ans. You misunderstood me I did not say  
\$100<sup>00</sup> you I said \$50<sup>00</sup>



10 Q In what year did Mrs. Butcher, the mother of Mrs. Henrietta Fullerson die?

Ans. I do not know, she died in Kentucky

11 Did she have any closer interest upon these three shares?

Ans. No sir.

12 Do you know, what year was the first year that Col. A. H. Fullerson first began to receive these rents?

Ans. I do not.

And further this deponent swears not.

Witness claims 1 day

58 cents. paid by

Plaintiff.

James H. <sup>his</sup> ~~Caunter~~ <sub>morse</sub>

A. M. Dittor, another witness of lawful age being duly sworn, deposes and says,

Ques 1, State your age, Occupation & Residence,

Ans. I am 63 years old, a farmer and reside near Wallace's Washington County Va

Ques 2 State whether or not you are acquainted with the farm of David Butcher deceased, known as



his "home place," in Washington  
County Virginia, and if so, how  
long have you known<sup>ed</sup> it and  
where have you lived with reference  
to it since you have known it?

Ans I am acquainted with said farm  
have known it for 30 years. I have  
lived near to or adjoining it since 1872.

Ques 3, State whether or not you  
are acquainted with the three  
shares that were assigned to  
James P. Baltzell, Joseph C.  
Baltzell, and Henrietta  
Tulleson, forming Baltzell,  
in the partition of said farm  
among the heirs of David Baltzell  
deceased?

Ans I am.

Ques 4, What would be a fair  
cash rent for said three  
shares of land per year  
from the year 1866 to the  
year 1883 inclusive?

Ans I think \$40 to \$50<sup>00</sup> would be the fair  
yearly rental value ~~per year~~ for said  
land for the years named

Gross & annual

4 Do you<sup>know</sup> about what amount  
it would reasonably require



each year, to keep up the repairs  
and pay the taxes upon these  
three shares?

Ans. I suppose the taxes would be about,  
\$4<sup>00</sup> per and the repairs would have  
cost about \$8<sup>00</sup> per year

Re-ex—

Ques 1. Please state when it was, if at  
any time, corn was worth \$1<sup>00</sup> per  
bushel in the neighborhood of  
this land,

Ans. I think it was the year 1892

And further this defendant swears not,

Witness 1 day. 66. cents.

N. M. D. M.

paid by Plaintiff.

John M. Kregar another wit  
swears duly sworn deposes & says.

Ques 1. State your age, Occupation and  
residence.

Ans. Age 31, Occupation Clerk of the  
Circuit Court of Washington County  
Va residence Abingdon Va

Ques 2. State whether or not the book  
which I hand you is a memorandum  
book kept by your father John  
G. Kregar deceased.

Ans. It is, the book kept by him.



(9)

Ques 3. Are you acquainted with the handwriting of your father John G. Kregar deceased?

Ans. I am.

Ques 4. State whether or not the memorandum in this book relative to the estate of Joseph C. Balgell died and his dealings therewith as executor of said estate <sup>is</sup> in the handwriting of your father John G. Kregar deceased?

Ans. It is in his handwriting.

Ques 5. Please file a copy of said memorandum as part of your deposition marked "1," and exhibit said book and copy to the Commissioner of the Court in this cause as evidence.

Ans. I have exhibited the Book referred to and will file the copy as I exhibit no. 1 to my deposition.

Ques 6. State whether or not you could without prejudice to your father's estate file said memorandum in book as evidence in this cause?

Ans. I could not file the book without prejudice to his estate.

Ques 7. State your knowledge of and opportunities for knowing the handwriting of



your father John G. Kreyer deceased.  
Have you been him write?

Ans. I have seen him write often  
I was ~~Deputy~~ <sup>clerk</sup> ~~clerk~~ of the Circuit  
Court, from May 1888 until  
March 28<sup>th</sup> 1893 and saw him  
write nearly every day during  
that period.

Ques 8. State when your father John  
G. Kreyer died?

Ans. On the 28<sup>th</sup> day of March 1893.

Ques 9. As clerk of the Circuit Court for  
Washington County - Virginia, if you  
have any knowledge of any  
suits conducted, by the Executor  
or administrators of Joseph C.  
Baltzell deceased, for the bene-  
fit of said estate, in ~~said~~ the  
said Circuit Court, please file  
Certified Copies of the records  
of said suits, with your deposi-  
tion, and mark them with  
figures beginning with 2.

The questions and answers in  
relation to the book kept by  
John G. Kreyer, showing what he  
did as executor, or what he



turned over to Warren M. Hopkins, is excepted to, the account & settlement of master of these parties are embraced in the decree under which the ~~decree~~ Court is acting and is therefore immaterial, and is not proper evidence against the executor of A. H. Fulkerson and the cost thereof should be borne by the plffs.

2 The last question and answer thereto are objected to.

The Copies attested are proper evidence of themselves if at all pertinent, and the time and cost of bringing the cover here to take depositions, to file records ought be borne by the plffs since Copies could be made & filed in a much cheaper way.

A. L. Pridemore  
of Counsel for the plffs.

Ans. 9 There were some suits pending in the Circuit Court of Washington County Va. in which the estate of Jos. C. Baizer was entrusted I find the case of Warren M. Hopkins



and others vs John S. Kindick & others  
and I file a copy of said case  
marked No 2, A case of A. H.  
Tulkeison Admr vs Julia B.  
Baltzell & others a copy of which  
I file marked No 3. and a  
judgment at law of D. C. Cummings  
surviving partner of Lynch Cummings  
& Co. for W. M. Hopkins Admr.  
against Thomas K. Tigg Admr.  
a copy of which I file  
marked No 4.

Ques. 10<sup>th</sup>, state whether or not you have any  
knowledge of the records of your  
office of any partition proceeding  
to divide the real estate of David  
Baltzell dec'd, among his heirs, if  
so, file certified copies of same  
with your deposition.

Ans. I do not know of any such suit.  
I have not made search for it  
but will do so and if found  
will file copies of same as  
requested.

Ques 11 At this point complainants asked  
and insisted on an adjournment till  
morning, in order to allow the witness  
who is clerk of the court to search



for additional records, to those already filed, and an adjournment taken at 4.30 o'clock, till 8 o'clock tomorrow morning 'This Sept 16<sup>th</sup> 1896

C. T. Dunsan

clerk.

Office of Clerk of Circuit Court Washington County, Virginia, Thursday Sept. 17<sup>th</sup> 1896.

Met pursuant to adjournment with same parties present as on Yesterday.

C. T. Dunsan. Clerk.

The witness John M. Kregg being again placed on the stand further deposed as follows, and in further answer to question 10<sup>th</sup> witness states

Ans

I have made further examination of the records of my office and I find <sup>no record of</sup> no suit for partition of the lands of David C. Baltzell ~~in this case~~

Ans 11

Respectfully file with your deposition Certified Copies of all judgments <sup>in your office</sup> in favor of the Executor or administrators of Joseph C. Baltzell dec'd, or for the benefit of the estate of said Baltzell, or in favor of A. H. Fullerson guardian for Jennie H. Baylor nee Fullerson, Sallie K. Carr nee Fullerson, and John B. Fullerson.



Ans. I will make search for judgments  
as requested and file such as I  
find.

Cross examined.

1 Were you acquainted, with  
the financial condition of Jas.  
T. Campbell ever about 1871  
say Nov. of that year?

Ans. No sir.

2 Are you acquainted with the  
financial condition of the  
people against whom the  
judgments appear in your  
~~book~~, office in favor of  
Jos. C. Battell or his personal  
representatives?

Ans. No sir I can't say that I am.

3 Is there any evidence in your  
office showing the payment  
of any of these judgments and  
and to whom paid? If you  
answer yes, state all about  
them or file copies of such  
entries with your clerk.

Ans. I have filed copy of the judgment of  
H. C. Cummings, Sur. vs. &c for  
Warren M. Hopkins Adm of Jos. C.  
Battell. vs T. H. Irving Adm of



Money T. Trigg deceased together with such endorsements as appear thereon. I have made no search for the other judgments but will if I find any such judgments & will file with them all endorsements on the same or on executions that may have been issued on the same.

- 4 Is there any record, memorandum, or other evidence showing that Jas T. Campbell was the atty for A. H. Fulkerson, or the personal representative of Jos. C. Battell? No  
your office?

Ans. I do not find the memorandum book for the period from Jan'y 1st 1841. to October of that year, which embraces the period in which the writ is sued and judgment was confessed by the heirs of Money T. Trigg in favor of D. B. Cunningham for the benefit of Jos C Battell. The credit on the Judgt showing the payment to Jos. C Campbell is all the connections shown by the record which said Campbell had with the same. This credit is the handwriting of L. T. Cooley then Clerk of the Circuit Court of



This County,

I have since found the memorandum  
it is signed by Sumner and is in  
the handwriting of L. J. Leach and is  
in the words and figures following  
To wit

"January 5<sup>th</sup> 1871. 3<sup>rd</sup>.

S. C. Cummings Surv. Part. of the  
late firm of Lynde Cummings & Co  
vs-

Thomas H. Trigg Surv. of Mary T.  
Trigg dec'd Sumner's debt. \$1512<sup>00</sup>  
Samway's \$1512<sup>00</sup>.

Judg. Confused. Sumner,"  
~~And further~~

5. Have you or not in your  
possession, a letter or copy  
of a letter addressed to your  
father the late John G. Cregar, and  
late, Clerk of the Circuit Court  
of Washington County, signed by  
C. E. Baylor one of the plffs  
or rather husband of one of  
the plffs. If you answer  
yes, please file a copy of  
the same with your depo?

Ans

I have no copy of letter, or letter from  
Mr Baylor to my father. Though I have  
copy of letter from my father to Mr Baylor



- 6 Then please file a copy of that letter, as it appears in your book & state where had wrote the copy is in?

This question and the filing of said copy of said letter are objected to. Because they are immaterial and irrelevant, and because it is a copy and witness does not state he has compared same with original, and because such copy would be hearsay —

Montgomery Sweetapple  
for Repts

Ans.

I have a book in which my father kept copies of some of the letters he wrote and I will file a copy of the letter to Mr. E. B. Baylor marked "Baylor copy".

- 7 Have you ever seen the original of this copy, if so when & who had it?

Ans.

Mr. Baylor showed me the letter or a copy of the letter I don't remember which this was some time during the last year.

This question & answer are objected to, because irrelevant & immaterial, letters to Mr. Baylor cannot affect the rights of the Repts — it is not shown who the original of the letter was.



And further this defendant  
saith not.

John M. Keizer

Thomas H. Frigg another will  
next being duly sworn depose and say.

Ques. 1. State whether or not you  
are or were the administrator  
of Mrs Mary J. Frigg deceased?

Ans. I am and was the Administrator of Mary J.  
Frigg deceased.

Ques. 2. State whether or not you were  
such administrator at the time  
of the suit and proceedings contained  
in the exhibit - No 4, with John  
M. Keizer's deposition, please  
examine said exhibit, & then answer.

Ans. I was. Am at that time.

Ques. 3. State the payments you made  
on the judgment <sup>or note</sup> in said exhibit;  
and file copies of receipts for  
same.

Ans. I paid on the 24<sup>th</sup> day of February  
1868. to D. C. Cunningham surviving partner  
of the firm of Lynch Cunningham & Co the  
sum of \$100.00 for this payment I have  
no receipt in my possession at this time  
or if I have I do not know it. On the  
28<sup>th</sup> day of November 1871. I gave an



order on  
Stuart & Palmer for \$1800. to be paid by  
them on said debt which was then  
a judgment I gave this order  
to Jos. T. Campbell. I file an exact  
copy of this order as part of my depo-  
sition marked "J. T. Order" and the  
back of this order is the receipt of  
Joseph T. Campbell atty for said  
sum of \$1800.00 After this time I  
made some payments to Jos. T. Camp-  
bell ~~and James B. Harris~~ on said  
judgments I have no receipts for  
these payments nor are they credited  
on said judgment. I do not know  
the exact payments thus made but  
I feel safe in saying they amounted  
to \$1500 or more. all these payments  
were made by me so sum of money  
J. Trigg. deed and were intended to be  
applied to the payment of the debt  
due to the late firm of Lynch Cum-  
mings & Co on which I confessed  
judgment. That is the \$100.00 paid  
to Mr Cummings, and the \$1800.00 paid  
on or by the order was paid directly  
on said debt and judgment. The  
other sums were paid by me to Mr  
Campbell in store account. of his own  
an order for store account. and



order to pay about \$50.00 of taxes  
for Mr Sumner. and I also paid to  
some gentleman \$10.00 which Mr  
Campbell had borrowed from him.  
There may have been other amounts  
to make up said sum.

Ques 4.

State whether or not at the time  
you made said payments to  
Mr Joseph J. Campbell, you  
understood that he was ~~not~~  
the attorney for Mr A. H.  
Fullerton, administrator  
de bonis non with the will  
annexed of Joseph C. Baltzell  
deceased?

This question is objected to  
unless it was so understood  
from A. H. Fullerton's act or  
words. Mr Campbell could  
not bind him without his  
consent?

Fullerton & Pridemore

Ans

I did understand him to be coun-  
sel for Mr Fullerton, but I do not  
know from what source I got  
said understanding. I would not  
have paid him the money and for  
the understanding that I had that  
he was attorney for Mr Fullerton.



21.

Ques 5. State whether or not you ever had any conversation with Mr A H, Fullerton in regard to said debt, or the payment of same.

Ans. My recollection is that I either had a letter from him or a conversation with him about said debt, and I do not remember whether this was before or after I confessed the judgment.

Ques 5. State whether or not Mr Joseph G. Campbell and Mr James W. Humes were said partners, at the time of these payments, and when the suit was brought to collect said debt.

Ans. My recollection is that they were partners at the time said judgment was confessed but that they had ceased to be partners at the time the payments were made. I may be mistaken as to their being partners at the time said suit was brought.

Ques 6. State whether or not at the time of the existence of said debt, the Estate of Mrs Mary G. Grigg was solvent, and that said entire debt could have been collected by the use of ordinary diligence.



Ans

To the best of my judgment said estate was solvent, and I think all of said judgment could have been collected in full. I consider that all of said debt was paid in the way I have stated, or nearly all of it.

### Deeds Examination

Question

You state in your examination in chief that you paid the money to Campbell as attorney for Fulkerson. Will you give the information that Campbell was Fulkerson's attorney from Fulkerson or from Campbell.

Ans

I can't remember, as before stated how or from whom I got said understanding. I know I understood him to be Fulkerson's attorney, or I would not have made payment to him.

Witness 1 day .50 cents,  
paid by Pltff.

And further this deponent oath not

Thos. H. Hogg

M. H. Goodson another witness after being duly sworn deposes.



Ques 1. State whether or not you are acquainted with the form of said Baltzell deceased, known as his home place, in Washington County Virginia, and if so, how long have you known it, and how near have you lived to it, and how near do you <sup>now</sup> live to it now.

Ans. I am acquainted with the Baltzell form, have known it for 25 or 30 years until 7 years ago I lived within a mile or so of it. I lived on said form one year. I now live about 4 miles from it.

Ques 2. State whether or not you are acquainted with the three shares out of said form that were assigned to Joseph C. Baltzell James P. Baltzell, and Henrietta ~~Fuller~~ <sup>Fuller</sup> nee Baltzell, in the partition of said form among the heirs of David Baltzell deceased.

Ans. I am. I bought said three shares

Ques 3. What would have been a fair <sup>net</sup> cash net for said three shares per year. from 1866 to 1883 inclusive.

Ans. Properly managed said land ought to have been worth \$10000 per year.

Ques 4. Were you acquainted with



Mrs Sallie D. Saltzelle, the widow  
of David Saltzelle deceased, and if  
so, what was her financial  
condition during her life  
time?

The foregoing question is  
objected to because irrelevant  
and immaterial to any in-  
quiry before the Court.

Fulker Court R

Ans

I was acquainted with Mrs. Saltzelle  
she always seemed to have plenty.

Ques 5.

State whether or not a debt  
of \$67<sup>65</sup>/<sub>100</sub> with interest from  
Nov. 21<sup>st</sup> 1865, and a debt of  
\$150<sup>00</sup> with interest from the  
27<sup>th</sup> of August 1867, could have  
been collected from her during  
her life time by the use of  
ordinary diligence.

Ans

It appears to me like it might  
have been done. She had a down  
throw of very fine land.

Cross examine 1 -

Quest 1

When did Mrs Saltzelle die?

Ans

I do not know the date of her  
death.

2 do you not know that Virginia



From 1861, to 1. of Jan 1869 there was a stay law that prevented the collection of debts during that time?

Ans. I think that is true.

3 What was the financial condition of Sallie Baltzell after Jan 1<sup>st</sup> 1869?

Ans. Her condition financially up to the time of her death was about the same

4 How much cleared land was there in each of the three shares you have spoken of?

Ans. The James P Baltzell share had about 10 or 12 acres of cleared land on it. Another share had about 25 acres on it and the other share had on it about 10 acres of cleared land.

5 How much Corn, wheat & oats would the cleared land produce, on an average each year? per acre?

Ans. I think 35 bushels of corn. 25 bu. of oats & 12 bushels of wheat per acre would show an average production per acre.

6 What was the average price of each of these grains at that place at that time?



Ans corn was worth about 80 cts per bushel. Oats 35 to 40 cents and wheat about \$1.00 per bushel.

7 What was the usual rent paid for the use of the land? Did you ever know of it being rented for cash?

Ans I never knew said land to rent for cash it always rented for one third of the crop.

8 Who was James Baltzell? Was he married or single?

Ans. James P. Baltzell was a son of David Baltzell and a <sup>half</sup> brother of Joseph C. Baltzell. He was a married man and as I understand had children.

9 Do you know how his share of land came to rest in and belong to the Fulkerson children?

Ans I can't state positively how this was but my understanding is that James P. was indebted to his brother Joseph and that in some way Joseph got said land for or in some way in the payment of said debts.



10 Are you not now the present owner of these three shares, if you answer yes, state from whom you purchased them when you purchased them, and if they have been conveyed who conveyed them to you & when?

Ans.

I am the owner of said shares of land I made the contract for the purchase of the same with Col. A H Fulkerson, and and Judge R M Mayo. The lands were conveyed to me by John B Fulkerson son. Fannie H Baylor & her husband and Sallie H Corr. and her husband

I made said purchase or contract I think in the year 1883, in the fall and the conveyance was made to me shortly thereafter. The deed which is recorded in the Clerk's office of this county will show its date.

I made the purchase on time.

1, 2, & 3 years as I now remember.

11 Is it not a fact, that while Col. Fulkerson rented these lands, that must if not all the time he sold the rent grain at public sale?

Ans

I think he did part of the time sell



at public sale and at other times  
the rents were sold privately

12 Do you know, what these sales  
amounted any one or more years?

Ans I do not.

In order to keep the land up  
and produce the amt of rent  
you mention how much  
would have to be expended.

each year for ~~the~~ repairs?  
What were the amt of  
Taxes each year?

Ans. I do not remember exactly the  
amount of Taxes but think the land  
was valued at \$2.00 per acre, and  
there was 278 acres of said land  
The yearly expenses of keeping said  
land up and the fences in repair would  
now be reasonably worth \$10.00 per  
year.

13 Do you know the name of  
James Bullock, widow?

Ans I do not.

14 During the time Col. Fulkerson  
rented and managed, said farm  
did he do so, in careful  
business like way?

Ans I think he did.



15 Qs you know whether Mrs Jennie Bayler & Mrs Kate Barr were living or boarding with Mrs Sallie Baltzell in 1863.

Ans Those girls were there along about that time but ~~did~~<sup>not</sup> know how long they staid.

16 Question

Qs you know whether Mrs Baltzell made out an account and presented the same to A. F. Fullerton for the board and clothing of those two children. If not what would be a reasonable charge for boarding and clothing two girls between the ages of 8 & 12 years per week

The foregoing question and any answer thereto are objected to, because irrelevant and immaterial, and because not proper on cross examination

Morrison & Duvalley  
attys for Defs -

Ans I do not know whether Mrs. Baltzell ever made out and presented an account for the board and clothing of said children or not. The board of said girls would have reasonably



been worth \$100 per week for each  
of the girls. Their clothing would have  
been worth I suppose at least \$30.00  
per year for each.

Question By learnr. was the share of  
land laid off and assigned to James  
P Buttzell about equal in value with  
the share of Hurvella Halleson  
and Jos C Buttzell.

Ans I think they were all about equal  
in value.

And further this deponent saith not

W D Goodson

Thomas H. Frigg. being recalled  
at his own request for the purpose  
of correcting his statement this  
morning in one or two particulars  
states. That upon examination  
he finds that instead of paying \$150.00  
as stated this morning he paid \$125.22  
as follows Febry 1st 1872. for Mrs.  
Humes tax \$50.00 paid J. C. Clark for  
Jos T. Campbell \$17.50 Sept 30 1872.  
paid store account for Jos. T. Campbell  
\$21.17 1874 paid James Hurvella  
for said Campbell \$10.00 and same  
year store account of said Campbell  
\$26.45, and that upon making



inquiry I have found that the  
firm of Campbell & Sumner was  
dissolved prior to the year 1870  
And further this witness oath not.

Thos H. Fry

J. Fry shut another witness being  
duly sworn deposes and says,

Ques 1. State whether or not you knew  
of any sum of money now in  
the hands of your law firm, or any  
of its members belonging to Mr A. H.  
Fulkerson administrator all bona was  
with the will annexed of Joseph C. Balt-  
zell deceased, or as guardian for the  
plaintiffs - John B. Fulkerson, & so,  
state the amount, and when it  
was received.

Answer. On the 9th day of Feb-  
ruary 1889, as shown by the  
books of Fulkerson Page & Hunt  
of which firm I am a mem-  
ber the sum of (\$26<sup>86</sup>) Twenty  
six dollars & eighty six cents  
was paid to said firm by  
John A Buchanan, Comr, in  
the case of D.C. Cumming, Sur-  
vivor vs. R. J Caldwell Admin et  
al., and said sum still ap-



pears as a credit in the books  
of Fulkerson, Page & Hunt, on the  
account of A. H. Fulkerson,  
Guardian. The said firm  
has succeeded to the business  
of various preceding firms  
and I am unable to say  
who was the attorney of record  
to whom the said sum was  
intended to be paid, as it  
was a case, or claim which  
came into some one of the predecessors  
of the present firm. I am  
quite sure, however that Colonel  
A. Fulkerson was the attorney of  
A. H. Fulkerson, Esq. The said  
sum is now in bank subject  
to payment to those entitled  
but I am under the im-  
pression that it is subject to  
some charges for fees of coun-  
sel.

And further deponent  
saith not.

J. S. Hunt



The following copies of papers records and receipts were here offered to be filed and the same were handed to me, subject to such ~~examination~~ as Counsel for the defendants desire to make to them pursuant to the agreement this day entered into between counsel for Complainants & Defendants, marked, as in the Margin.

- 1 A. Copy of Judgment in favor of A.H. Fulkerson, vs J. D. Leachy & Mr.
- 2 A. Copy of Judgment vs same as above
- 3 A. " of 2. Receipts of A.H. Fulkerson
- 4 A. " " Receipt of Sally Baltzell.
- 5 A. " Portion of Estate of David Baltzell.
- 6 A. " of order James P. Baltzell et al vs Lollie D. Baltzell et al.
- 7 A. " Copy of deed of J.B. Fulkerson et al to J. M. Barker.
- 8 A. " of deed of same to same
- 9 A. " " Deed " " To M.D. Goodson

Adjourned to

Adjourned to my office in Louisville, Va on Thursday Sept 24<sup>th</sup> 1846. at 9 O'clock A.M.

This 17<sup>th</sup> day of Sept 1846.

C. J. Sumner

Clerk



Office of C.T. Duncan Jonesville Va September 24<sup>th</sup>

Met pursuant to adjournment at my Office in Jonesville on September 24<sup>th</sup> 1896, and no witness appearing the further taking of testimony in this case is adjourned until tomorrow morning at 9 O'Clock at the same place. This 24<sup>th</sup> day of September 1896.

C. T. Duncan *Comm.*

September 25<sup>th</sup> 1896.

Met pursuant to adjournment and no witness appearing, on motion of the Complainant, the further taking of evidence in this case is adjourned to Friday October 9<sup>th</sup> 1896. at my office in Jonesville.

C. T. Duncan *Comm.*

Friday Octo. 9<sup>th</sup> 1896.

Met pursuant to adjournment in my Office in Jonesville and on motion of the Complainants by their counsel the taking of testimony in this case is continued on account of the absence of Judge H. S. K. Morrison and of complainant Counsel, to Monday October 12<sup>th</sup> at 9 O'clock A.M. This Oct 9<sup>th</sup> 1896.

C. T. Duncan  
*Comm.*



Met pursuant to adjournment of Monday the 12th day of October 1896, at my Office in Jonesville Va.

Present B.H.Sewell & H.S.K.Horison Attys. for Complainants.

" A.L.Pridemore and D.C.Sewell Atts for Defts.

Charles E.Baylor a witness of lawful age being first duly sworn deposes and says.

The deposition of this witness is excepted to, because he is a party to the contract, one of the subjects of investigation in this case, A.H.Fulkerson being dead, and this exception, it is insisted upon shall be passed upon by the Commissioner before the evidence is taken down. The said Baylor being husband of one of the Complainants

Pridemore & Sewell for Exors.

At this point it was suggested that, as this case could not be prepared for hearing at the next term of the Circuit Court of Lee County, and that the competency of this witness and R.F.Carr, whom it is proposed to introduce on the same points, is a very material question, and their competency being objected to, it was agreed that the Question of the competency of said Baylor and Carr to be asked and to answer the following questions be adjourned by the Commissioner with his ruling thereon to the Circuit Court of Lee County at its next term, and thereupon the witness Baylor for the present is withdrawn.

The questions proposed to be asked said Baylor and Carr are as follows:--

1st.--Did you and your wife sign a receipt and release to A.H.Fulkerson, Guardian &c. of your wife?

2nd.--At the time you signed it, did you or your wife, so far as you know, have any knowledge of the condition of the accounts or receipts of the said guardian in his capacity as such?

3rd.--Did A.H.Fulkerson make any representations to



you and your wife at the time the paper was executed, if <sup>so</sup> what were they?

4th.-- When did you first learn of amount said A.H. Fulkerson had received as guardian of your said wife?

5th.--Would you or your wife have signed the said paper if you had been as fully advised of the state of the account of the said guardian as you now are?

6th.--Would you, or either of you, have signed the paper without the representation so made to you by the said H.Fulkerson at the time aforesaid?

7th.--How much did your wife receive from A.H.Fulkerson, Guardian, and how much was paid in cash, and how much in the notes of A.H.Fulkerson, if any, and were the notes or note, ever paid by said A.H.Fulkerson, and if any how much was paid thereon.

8th.--Who made the contracts for the sale of the real estate of the plaintiffs as wards of A.H.Fulkerson? and how much and by whom was the purchase money paid, and when?

*L. J. Duncan Special  
Commissioner*



Jennie H. Baylor and Sallie K. Carr

vs.

Isaac S. Anderson and John R. Gibson Executors &c. et als.

~~XX~~

To the Honorable W.T. Miller Judge of the Circuit

Court of Lee County Virginia:-

By a decree entered in the above styled cause on the 6th day of June 1896, the undersigned was appointed a Special commissioner for the purpose of taking an account of the sums and property received by A.H. Fulkerson, or which should have been received by him by the use of ordinary diligence, either as guardian of the Plaintiffs, or as Administrator de bonis non, with the will annexed of Joseph C. Baltzell deceased, and the value thereof, as well as the value of all notes bonds &c. to which the Plaintiffs are entitled and the dates thereof, and the disbursement made and the dates thereof. I was further directed to state and settle said accounts in accordance with the rules of law governing such settlements, and to reduce to writing and file with my report the evidence upon which I based my conclusions.

In order to perform the duties thus imposed upon me by said decree, I, on the 27th day of July 1896, prepared notices which I served on the several parties interested and their counsel, and the guardian ad litem for the infant defendants, fixing the 14th day of September 1896, and my Office in the town of Jonesville Va. as the time and place to begin the duties imposed upon me. At that time and place the parties by their attorneys appeared before me, when it was stated by Mr. B.H. Sewell one of the Attorneys for the Plaintiffs that they desired to begin work in Abingdon Va. where most of their record evidence was, and where most of their witnesses resided, and on his motion I adjourned further proceedings to the Clerk's Office of the Circuit Court of Washington County on the 16th day of September 1896, and on that day and at that place we began the taking of evidence, which proceeded rather slowly, the circumstances, and convenience of the Counsel for both Plaintiffs and defendants requiring, several adjournments ~~to be~~ taken, and finally on the 8th day of May 1897, both sides announced that they had ~~also~~ taken all the evidence that they desired to take and closed the case.



I have kept the evidence offered by the Plaintiffs <sup>b</sup>searate from the evidence of the Defendants, and have filed the same in separate file covers marked respectively "Plaintiffs' Evidence" and "Defendants' Evidence". I have kept it thus separate as a matter of convenience to the Court, to the Counsel and to myself.

The evidence consists partly of the depositions of witnesses, which I have reduced to writing as required by said decree, the residue is ~~XXXX~~ ~~XXXXXXXXXXXX~~ copies from the records of the Circuit and County courts of Washington County Va. Receipts and copies of receipts, Letters, Account Agreements &c. All of which are filed as above stated.

The evidence is rather voluminous, and there is only a small portion of it, of that clear and convincing kind that is desirable in courts of justice, and when the whole of it is considered the mind is left in doubt on many important particulars, and uncertain as to what may or may not have been done or left undone. But perhaps it is as clear and as definite as could be expected under the circumstances of this case.

3 When we consider that more than 33 years, the average lifetime of man, has rolled by since the beginning of the facts and circumstances which are the foundations of this case, carrying with them all the mutations of ~~the~~ that length of time, among them the loss of books and papers, the death of almost every person that saw them begin, the failure of memory of the few that are left, together with the admitted fact, that Col. Fulkerson the principal actor in the business, kept no accurate account of his dealings with the estate of which he was administrator or with his wards we are not surprised that much doubt and obscurity necessarily prevails, in fact, the surprise is, rather, at the amount of certainty we are able to attain.

The facts in this case, as well as the decree under which I am acting, requires the settlement of two accounts, one <sup>of</sup> A. H. Fulkerson as Administrator de bonis non, with <sup>*The will*</sup> annexed of Joseph C. Baltzell deceased, the other his account as guardian, or agent, of the Plaintiffs and their brother John B. Fulkerson.

The first named account, that of Administrator de bonis non, of the estate of Joseph C. Baltzell, is of the first and highest importance, because it is from that source that the Plaintiffs derive most of the ~~assets~~ *assets, and widener of debts*



that was ever at any time due to them. I shall therefore deal with that matter first, and first settle, or attempt to settle, said Administration account. Here most of the difficulties present themselves. The greatest of these difficulties is the one heretofore referred to, that Col. Fulkerson kept no accurate account of the amounts which came into his hands as such Administrator. The difficulties are augmented by the fact that the Administrator of said estate, Warren M. Hopkins, who preceded Col. Fulkerson, likewise kept no account of the estate of his testator received by him, or if he did, no proof thereof was offered for my consideration, certainly the evidence shows no settlement made by him, and no inventory of the effects belonging to his decedent's estate, except a sale bill of a small personal estate, a copy of which is filed by complainants with their bill marked, Exhibit B & C--8. This sale bill amounts to the sum of \$286.80. The difficulties are further augmented by the nature of the principal part of the estate of said Baltzell, which was an undivided two sixteenth interest in the mercantile firm of Lynch Cummings & Co. which closed business, or was dissolved in the latter part of the year 1861, but of the business and standing of which, no final settlement was made until the year 1872.

Joseph C. Baltzell died on the 6th day of July 1866, having first made and published his last will and testament, which was duly probated in the county court of Washington county on the 23rd day of July 1866.

The said Joseph C. Baltzell nominated and appointed John G. Kreger his Executor, Mr Kreger qualified on that day, but he only acted two or three days when he resigned <sup>or was removed</sup> and on the 26th day of July 1866, Warren M. Hopkins, a brother-in-law of the said Joseph, was appointed and qualified as Administrator with the will annexed of said decedent. See Exhibit B & C-7 filed with the Plaintiffs' bill. The said Kreger as Executor made no settlement of his dealings with said estate, before any commissioner of accounts for said county of Washington, that has been shown to me, but he seems to have had a settlement with his successor, Warren M. Hopkins, and the result of the same is shown by a copy thereof filed as Exhibit No 1 with the deposition of J. M. Kreger. The account of said Kreger seems by said paper to have been balanced and that he turned over to Mr. Hopkins in kind exactly what he received.



The said Warren M. Hopkins continued to act as Administrator of said estate from the date of his qualification, until the 30th day of May 1871, when his powers as such were revoked, and A.H. Fulkerson was appointed Administrator de bonis non of said estate, also with the will annexed.

As before stated, Mr. Hopkins made no settlement of his dealings with said estate, and there is very little means of ascertaining what effects of said decedent went into his hands, except as to the amount he received from Mr. Kreger, as shown on said <sup>paper</sup> filed as exhibit 1. with the deposition of J.M. Kreger. That paper is not signed by Mr. Hopkins, so as to legally charge him with the amounts mentioned therein, yet I have no doubt but that he received the sums therein charged. The value of one of the items on said paper is not definite, that item is the one of, or for old state bank currency. That item, as I understand them, the Plaintiffs claim was an amount of state bank money, worth in the then prevailing prices of that kind of money, the sum of \$415.00. I do not remember that the Defendants made any particular contention as to what that charge really was, they holding that A.H. Fulkerson's estate is now in no wise bound for the acts of the said Warren M. Hopkins. My own construction of that item is, that it was \$415.00 in old state bank paper not that the amount turned over was \$415.00 in value in good money. I am led to this conclusion by taking together the charge which Mr Kreger makes against himself and the credit he gives to himself. The charge is as follows, "This amt. in old state bank money on different banks \$415 of same which brought". The credit is as follows, "This amt. pd same in old state bank paper". Thus Mr. Kreger seems to have turned over in kind exactly what he received, when if he had sold it and it had "brought \$415.00 he would have turned over the money received and not the old state bank paper. The sale bill is the only other direct evidence of what amounts he received, this amounted to \$286.80, \$66.00 of which was for purchases made by A.H. Fulkerson. But there is some indirect evidence that he received other amounts, especially from the firm of Lynch Cummings & Co. in the shape of notes, and Mr. Kreger's letter to C.E. Baylor dated May 19th 1886, found on pages 90, 91, 92 & 93 of Mr. Kreger's book which was filed before me as evidence and which I file with my report



and a copy of which is also filed with the deposition of J.M.Kreger marked Exhibit "Baylor Copy," if it can be read as evidence shows the exact amount of notes thus received to be \$2716.31, including interest.

But whether said letter is evidence or not, there is indirect evidence showing or tending to show that he received about the sum named by Mr. Kreger. Exhibits 5, 6, 7, 8, 9, 10 & 11, with the deposition of J.M.Kreger show that at the April term 1869, of the Circuit court of Washing County that D.C.Cummings surviving partner of the firm of Lynch Cummings & Co. for the benefit of Warren M.Hopkins Admr. of the estate of J.C.Baltzell deceased obtained judgements against various persons amounting to \$893.38 subject to a credit of \$95.00, and ~~at~~ the 5th day of January 1871, T.K.Trigg Admr. of Mrs Mary Trigg confessed a judgement in favor of said Cummings as ~~XXXX~~ survivor &c for the benefit of said Hopkins as Administrator for \$1512.00, with interest from the 26th day of November 1865, till paid, subject to a credit of \$100.00 Febr'y 24th 1868. Then it appears likely, from evidence that will hereafter be referred to, that there also went into said Hopkins hands, a note on Mrs.M.C.Hopkins which on the ~~22~~<sup>January</sup> day of 1872 amounted to \$113.84, and another on C.M.Colley which on the same day~~x~~ amounted to \$33.55. If I am right as to these or this being the amount which went into his hands, then I think it is pretty clear that Mr.Hopkins accounted for everything which went into his hands, except the amount received from Mr. Kreger and part of the amount shown on his sale bill. These amounts, except \$66.00, which I have charged to Col.Fulkerson, as will more fully appear hereafter, have not been accounted for by Mr. Hopkins, so far as the evidence shows. But doubtless much of it was used for the benefit of the estate of his decedent, because, I think it fair to presume that Joseph C.Baltzell at the time of his death owed debts, most men did at that time, he certainly must have owed a doctor's bill and a pretty large one, because we learn from the evidence that he was sick a long time, and that he had a physician who attended him through his entire sickness, these debts, if any such there were, were doubtless paid by Mr. Hopkins, as none such were paid by Col. Fulkerson after he became the Administrator. In this way Mr.Hopkins may have ~~XXX~~ used the estate of his decedent, but whether he



did or did not, is a matter of very little consequence in the matter of enquiry here, because if he did not account for what went into his hand and let that amount be ever so large, no recovery can be had against the estate of A.H. Fulkerson for the same. ~~The~~ statute of limitations, sections 2920, 2921 and 2931, Code of Virginia, 1887. Mr. Hopkins was removed from Office as the Administrator of said estate on the 30th day of May 1871, the right of action against him for anything that he had failed to account for, then at once accrued, and if there had been no disability it would have been barred on the 31st day of May 1881, but as there was disabilities, the right lasted until the 31st day of May 1891, perhaps, certainly not longer than that day, and as no action was brought within that time, on the bond of said Hopkins, any claim against the estate of A.H. Fulkerson on account of the fact that he was said Hopkins's security can not now be maintained.

I am as before stated directed to ascertain what sums were received by A.H. Fulkerson as Administrator de bonis non of the estate of Joseph C. Baltzell deceased, or which by the use of reasonable diligence should have been received by him. To enable me to do this correctly ~~ly~~ has been the purpose of most of the evidence, and while as before stated, the evidence is not as satisfactory as desirable, I have discharged that duty as faithfully as I could. And I now proceed to give results.

The first item with which I charge Mr. Fulkerson, in his character as Administrator is \$66.00, amount of purchases made by him at the sale of the personal estate of said Baltzell, the date of said sale is not given but I charge interest on this item from the 1st day of January 1868, this date is not far wrong, as sales of this kind are usually on a credit of one year, and as Administration was not granted until the 26th day of ~~JANUARY~~ July 1866, the sale was not made until the fall of that year if then. Of course Col. Fulkerson might have paid this sum to Warren M. Hopkins, but if so there is no evidence of the fact, and in the absence of that evidence, and as a matter of safety to the legatees under Mr. Baltzell's will I charge the same to him. The next sum with which I charge said Administrator is \$1800.00, collected by Joseph T. Campbell from Thomas K. Trigg Administrator of Mrs. Mary Trigg on a judgement



confessed by said Administrator, in favor of Warren M. Hopkins Admr. on the 5th day of January 1871. This judgement is for the sum of \$1512.00 with interest from the 26th day of November 1865, subject to a credit of \$100.00 paid February the 24th 1868, which credit was paid as stated by Mr. Trigg, to D.C. Cummings surviving partner of the firm of Lynch Cummings & Co. This sum of \$1800.00, was paid to Joseph T. Campbell on the 1st day of Decr. 1871, the evidence does not show when it was paid to Col. Fulkerson, but I charge him with interest on it from the 1st day of January 1872. Eighteen hundred dollars does not quite pay said judgement as will be seen by a calculation made and herewith filed, marked T "Trigg debt calculation". On that day there was a balance remaining due on said date of \$156.26. The evidence shows that a part of this sum, to wit. 125.22, was afterwards and at different times, paid to said Campbell and the widow of Col. James Humes, in whose hands said debt seems first to have been placed for collection. After deducting these payments there is still a small balance due on said judgement. I do not know what sum Col. Fulkerson was to pay said Attorneys for collecting said debt, if ten percent, which is the sum which the evidence seems to show was charged by York & Fulkerson, or Fulkerson and Page, then said debt in so far as due to Col. Fulkerson was paid in full. I have so treated it and only charge Col. Fulkerson with said sum of \$1800.00. The next item with which I charge Col. Fulkerson, is a note on Mrs. Hopkins which amounted to \$113.84, on the 22d day of January 1872, and at the same time Mrs. Hopkins paid him a note on C.M. Colley which amounted to \$33.55. For these two last named items, see exhibit No. 3. with deposition of Mrs. M.H. Roberts. The fifth item with which I charge Col. Fulkerson, is \$246.42, decreed to be paid to him by York & Fulkerson Commissioners, with interest thereon from the 21st day of September ~~1872~~ 1872, See decree in the Chancery cause of A.H. Fulkerson Admr. vs. Mrs Julia A. Baltzell et als, The 6th item of charge is \$100.00, received from York & Fulkerson Attorneys on a debt due by Jas. L. Davis to Lynch Cummings & Co. paid May 29th 1874, see letter of Mr. York of that date. The 7th charge is a sum supposed to have been collected by Col. Fulkerson from Andrew E. Campbell on a debt due by him to the firm of Lynch Cummings & Co.



This collection is supposed to have been made by Henry S. Preston or through him. This charge against Col. Fulkerson is based upon Mr. York's letter to Col. Fulkerson dated on the 29th day of May 1874, the 8th and last charge is for the sum of \$288.36 and supposed to have been collected by Col. Fulkerson on the following debts due to the firm of Lynch Cummings & Co. to wit, William Crowell debt \$63.75, William Fields Est. \$54.63, Martin Hagy \$28.95, Jacob Tools Estate \$75.98 and Joel Kaylor \$65.05. I base this charge upon the evidence of Mr. York's letter of May 29th 1874, and the statement with said letter. It will be noted that Mr. York in said letter states that he had been informed that the money to pay the Andrew E. Campbell debt had been collected and was in the hands of Henry S. Preston, and he further states that the debts making up the last charge of \$288.36 were supposed to be good. This evidence is barely sufficient to support these two last charges, especially under the circumstances of this case, the fact that Col. Fulkerson was the Administrator de bonis non, took charge of the estate after it had been handled for nearly five years by another person, and more especially, in the light of the evidence of D. C. Cummings, the surviving partner of the firm of Lynch Cummings & Co. who states that he does not think more than fifty at the highest sixty per cent of the debts due the firm of Lynch Cummings & Co. could have been collected. I think as stated above that the evidence upon which I have based the above charges against Col. Fulkerson is barely sufficient to sustain the same, because I think the burden of proof is on the Plaintiffs to show what sums were actually collected by Col. Fulkerson or which he might have collected by the use of reasonable diligence. They have shown certain sums collected by him and with these sums I have charged him. They have made very little effort to show, that he might by the use of due diligence have collected other debts, in fact, as I understand them, they claim that it is their duty to show that Joseph C. Baltzell had certain interests, debts and effects due to him, and that then it is the duty of Col. Fulkerson to show that he did <sup>not</sup> and could not collect <sup>them</sup>, and upon his failing to do so said debts ~~xxx~~ should be charged to him. I do not think this position, especially in this case, is correct, when their own evidence shows that from forty to



fifty per cent <sup>of the</sup> debts due to the firm of Lynch Cummings & Co. out of which came most of the debts due said Baltzell, could not have been collected.

The sums with which I have charged Mr. Fulkerson as Administrator amount principal and interest on the 1st day of January 1877 to the sum of \$3517.35. Of this sum \$2774.79 is <sup>principal</sup> ~~interest~~ and \$742.56, is interest.

The plaintiffs have furnished me with several other items which they claim are proper charges against said Fulkerson as Admr. with which I have not charged him. Said items or debts are as follows. to wit:

The 1st of which is a judgement in favor of A.H. Fulkerson Administrator vs J.D. Cosby Admr of Sallie D. Baltzell deceased rendered at the May term 1872 of the Washington County Court, with interest from the 21st day of November 1865, & costs, for \$67.65 a transcript of which is herewith filed marked "1A". The next is a judgement in favor of the same party and against the same party in the same rights for \$150.00 with interest from the 27th day of August 1867, & costs a transcript of which judgement is here filed marked "2A", 3rd, Judgement in favor of D.C. Cummings surviving partner of the firm of Lynch Cummings & Co. for the benefit of W.M. Hopkins Admr. of J.C. Baltzell deceased, vs. Robert J. Caldwell Admr. of J.S. Caldwell deceased for \$411.55, with interest thereon from the 1st day of January 1861 & Costs, 4th, same plaintiff for same and against the same defendant, judgement for \$68.08, with interest from the first day of January 1856 & Costs, 5th Same for same and against the same, judgement for \$151.26 with interest thereon from the 2nd day of January 1855, *Same for same and against same for \$115.49, with int. from the 18th day* & costs subject to a credit of \$95.00, paid October 20th 1858, 6th, Same plaintiff for the same beneficiary against Samuel Caldwell Admr, judgement for \$88.58, with interest from the 4th day of January 1860 & costs 7th. Same for same and against Same judgement for \$36.75, with interest thereon from the 2nd day of June 1862 & costs, 8th. Same Plaintiff for the same beneficiary against Phillip Anderson, judgement for \$22.24 with interest thereon from the 28th day of November 1865 & costs. See for the last seven judgements, Exhibits 5, 6, 7, 8, 9, 10 & 11 with deposition of J.M. Kreger. They also claimed a charge against said Fulkerson for a ~~bad~~ bond on Washington County for \$3000.00, and offered as evidence justifying said charge three copies from the record of Washington County which are marked respectively 16, 17, & 18.

*of October 1862 & costs*



I have made a statement of the same and have calculated the interest thereon down to the 1st day of January 1877, and file the same herewith marked "Charges ~~DEBT~~ claimed but not proved". These claims amount January 1st 1877, to \$\_\_\_\_\_ of which, \$\_\_\_\_\_ is principal and \$\_\_\_\_\_ is interest. As above stated, I have not charged Col. Fulkerson with these sums or any of them, and I will now give my reasons for not doing so.

FIRST. As to the debts against Sallie D. Baltzell, widow of David Baltzell evidenced by the two judgements against John D. Cobby her Administrator. These debts, of course, never came into the hands of Col. Fulkerson, so that he could collect them, until the 30th day of May 1871, when he was appointed Administrator, up to that time he had no power over them, the evidence shows that Mrs. Baltzell was in Kentucky at the time of her death, how long she had been there is not shown, nor is the date of her death shown, but it was prior to the 28th day of February 1872, because on that day, a bill was filed to sell or partition the lands which had been assigned to her as dower, among those entitled thereto.

There is no evidence before me that she had any property, after said debts came to the hands of Col. Fulkerson out of which he could have collected the same, except her dower in said lands, nor is there any evidence that she could at any time after the 30th day of May <sup>1871 have</sup> been served with process even had Col. Fulkerson desired to sue his widowed old ~~step~~ step-mother-in-law. He did sue her Administrator and obtained judgement against him at the May term 1872, of the County Court of Washington County, upon this judgement an execution issued which was returned no property found. It seems to me that in this matter Col. Fulkerson used reasonable diligence, that he has failed to collect the same, therefore I do not think it right to charge him with the same. As to exhibits 5, 6, 7, 8, 9, 10 & 11 filed with the deposition of J.M. Kreger being judgements in favor of Warren M. Hopkins, there is no evidence that they were ever collected by any person, nor is there any evidence that there was ever any time, after Administration was granted to Col. Fulkerson that said debts could have been collected, and in the absence of any such evidence, especially as I think the burden is on the plaintiffs to show that he could have collected said debts, I have refused to charge them to Col. Fulkerson. As to the County bond, there is no evidence that Col. Fulkerson ev-

*be and is that they were collected by Mrs. Hopkins*



er received it or even saw it. There ~~was~~ is no evidence before me ~~to show~~ that such bond was ever issued. There is, it is true, an order of the County Court of Washington, dated on the 25th day of August 1864, which ~~orders John G. Kreger~~ authorizes John G. Kreger who was appointed a committee for the purpose to borrow the sum of \$3000.00, upon the credit of the County, and to issue bonds of the county to pay for the same, in such sums as he thought proper. But I am furnished with no evidence that Mr. Kreger ever issued said bonds, or if he issued them, what became of them. ~~If~~ Mr. Kreger's letter to Charles E. Baylor is evidence, I don't think these bonds could have gone into <sup>the</sup> ~~ENAC~~ settlement ~~XXXXXXXXXXXX~~ ~~XXXXXXXXXX~~ of the matters of the firm of Lynch Cummings & Co. made by the said Kreger and Carnahan, or if they did that they were turned over to the Administrators of J.C. Baltzell. Mr. Kreger in said letter speaks of a county bond as having been taken by Joseph C. Baltzell in his ~~light~~ time and paid out by him to Robert R. Preston for negroes, but whether that bond, if one was so used by him, had any thing to do with the bond or bonds here sought to be charged to Col. Fulkerson the evidence does not show. But there is another matter equally serious to the plaintiffs in getting this sum charged to the Administrators of J.C. Baltzell, and that is, no authority is shown in the county of Washington, to borrow money for the purposes mentioned in said order, or if borrowed to issue bonds for the payment thereof. I do not think Mr. Fulkerson should be charged with anything on account of said supposed bond or on account of anything contained in the copies of the records from Washington County filed as part of the plaintiffs evidence marked 16, 17 & 18.

I have given Col. Fulkerson on his account as Administrator, credit for various sums shown on my statement of the Administration account marked from X1 to X12, inclusive, and on these amounts I have counted interest from the time they were made up to the 1st day of January 1877, the same time to which I counted interest on the charges against him. Said sums amount, principal and interest on that day, to ~~\$1264.75~~ <sup>\*1464.77</sup>, of which the sum of \$1230.09, is principal and \$234.68, is interest. This leaves a balance due from Col. Fulkerson as Administrator, on the 1st day of January 1877 of \$2052.58. The first item of credit is \$4.00 paid to one of the sheriffs of Washington County, if there was any objection to this item I do not



I did not hear it. The next two items of \$500.00, and \$300.00, respectively constitute a payment made by Col. Fulkerson to Mrs. Mary H. Hopkins, now Mrs. Mary H. Roberts, for waiting on and caring for her brother, Joseph C. Baltzell in his last sickness. The allowance of these two sums was strenuously objected to by the plaintiffs. There is this provision in the will of Mr. Baltzell, "Should \_ be wounded or become sick, thereby needing attention and nursing, and should either of my half sisters or half brothers wait upon me, I desire that the one that does it, shall be liberally compensated for that care and attention; and I authorize my Executor or personal representative to select three proper persons to assess that compensation". The objection to the allowance to Mrs. Hopkins and to giving Mr. Fulkerson credit for it is "because, as contended, that, the selection of the persons to assess the compensation to be paid Mrs. Hopkins was not in accordance with the will of said Baltzell, and because the certificate of the allowance to her is not produced". I do not think either of these grounds of objection is tenable. Mrs. Roberts states in answer to a question propounded to her on her cross-examination "They asked me who should be selected to determine how much should be paid me. I told them to get persons acquainted with what I had done, and Dr. Campbell my brother's physician, John G. Kreger who did all my brother's writing and a Mr. Pitzer were selected. I knew nothing about it until the certificate allowing me \$800.00 was handed to me". And in answer to the next question she stated, "Mr. Hopkins and myself selected them".

Now wherein does the selection depart from the manner provided in the will ~~XXXXXXXX~~ for their selection? Certainly in no particular, except in permitting Mrs. Hopkins to suggest. I think the presumption must be that Mr. Hopkins in the legal sense, selected said persons. The selection and the award were acquiesced <sup>in</sup>, and at this late day must stand unless it is shown that the selection and award were corrupt. Mrs. <sup>Roberts</sup> ~~Hopkins~~ in her letter to me which I file with her deposition states that she had made careful search for said paper but could not find it, this is sufficient I think to enable her to speak of its contents, which she has done in all material respects, namely, that they awarded her \$800.00 for waiting on her brother in his last sickness. The amount seems large for the



time employed, but Mr. Baltzell, to whom the <sup>property</sup> affected belonged and who had the right to dispose of it as he saw fit, declared that <sup>if</sup> one of his half sisters did wait on him in his last sickness that he desired her to be liberally compensated for that care and attention. Three good men fixed the amount, can we say they did not do right? I think not. I have therefore allowed said two sums of \$500.00, and \$300.00, making \$800. The 4th item of credit is \$61.00, \$50.00 of which was recovered by Geo R. Barr Administrator of Archimides Davis in a suit instituted against said Administrator by Warren M. Hopkins Admr of Joseph C. Baltzell deceased which was after<sup>wards</sup> revived in the name of A. Fulkerson Admr de bonis non of said estate and prosecuted to a conclusion and resulted unfavorably to Baltzell's estate, the other \$11.00 was for depositions taken in said case and paid for by Col. Fulkerson. See Receipt of L.T. Cosby here filed marked (X4). The fifth item of credit is a credit of \$50.00, supposed to have been paid to H.S. Preston by Col. Fulkerson as the fee of A.C. Cummings in the case just above referred to. Col. Cummings testifies that, that was the amount of the fee, that he either gave it to Mr. Preston who had helped him in said cause, or that he had placed it in his hands for collection, that no part of it had ever been paid to him, and that he did not know whether or not it had been paid to Mr. Preston, that he had heard Mr. Preston on the day he, Cummings, was testifying say that if it had ever been paid to him that he did not remember it. This evidence of its self is not enough to justify the allowance of this credit but it will be remembered that in the charges against Col. Fulkerson I charge him with \$126.62, supposed to have been collected by said H.S. Preston on the Andrew E. Campbell debt. If said sum was collected by said Preston and paid over to Col. Fulkerson, it is unreasonable to suppose that he did not retain out of it, the debt due to him or to Col. Cummings and then in his hands for collection. The credit to Col. Fulkerson is certainly as well sustained as the charge against him on account of said Andrew E. Campbell debt, and while neither is very well sustained I have allowed both. Credit X6. is allowed for the same reason, if Mr. Preston collected said debt he was entitled to commissions on it. Items X7, X8 and X9, are Officers fee bills, about which there can be no contention, vouchers for which are filed herewith.



Item of credit K10, is for costs paid to John A. Buchanan Commissioner in the Chancery cause brought in the Circuit Court of Washington County by A.H. Fulkerson Admr. vs. Mrs. Julia A. Baltzell and others the object of which was to collect a debt due to Joseph C. Baltzell from his brother James P. Baltzell, in which the lands assigned to the said J.P. Baltzell was sold and purchased by Col. Fulkerson. Item K11 grows out of the same suit and is for a sum paid to Mrs. Julia A. Baltzell for her dower in said land of her husband, she electing to <sup>Take</sup> compensation in lieu of dower. Both of these sums are proper credits to Col. Fulkerson because said purchase was made by Col. Fulkerson for his children, the devisees under the will of the said Joseph. They took charge of said land, sold it and received the purchase price thereof as well as the rents and profits of it after said purchase. Receipts for each of which sums are filed marked as in the margin. The last item with which I have credited Col. Fulkerson is \$28.83, being ten per cent commission on \$288.36 supposed to have been collected by York and Fulkerson attorneys on various debts charged to Col. Fulkerson as supposed to have been collected. I base the charge of ten per cent, upon the fact that I see in their dealings with the Plaintiffs and their brother, the said firm of York & Fulkerson and Fulkerson and Page charged ten per cent commissions for their services. This ~~EXH~~ charge of ten per cent is made on services apparently less difficult than the collection, after the war, of debts made before the war.

This results in showing that Col. Fulkerson was indebted to the estate of the said Joseph C. Baltzell on the 1st day of January 1877, the sum of \$2052.58, which on that day I transferred to his guardianship account as will be hereafter more fully stated. I adopted the first day of January 1877, as the time for closing the Administration account because it was immediately after the last payment made by him, which was on the 14th day of September 1876, See receipt of J.A. Buchanan marked ~~EXHIBIT~~ K11.

Though as a matter of fact Col. Fulkerson had not then collected all, if any of the \$246.42 directed to be paid him by York and Fulkerson commissioners on the J.P. Baltzell debt. If any injustice is done to any person by closing the Administration account on the 1st day of January 1877, it is to Mr. Fulkerson as thereafter he is charged with compound interest on said sum of \$246.42, then amounting to over \$300.00, when he had not in fact collected it and was only properly chargeable with simple interest. *till it was actually collected.*



We come now to a settlement of the account of Mr. Fulkerson as guardian or acting guardian of his three children, and here we are confronted with many of the difficulties heretofore referred to, greatest of which is that Col. Fulkerson kept no accurate account of his dealings with his wards: On the 28th day of September 1863, the County Court of Washington County attempted to appoint A.H. Fulkerson guardian of his three children, to wit, John B. Jane H. and Kate Fulkerson who were children of his late wife Henrietta Fulkerson nee Henrietta Baltzell, whether this appointment conferred any authority on Mr. Fulkerson to act as such will be discussed hereafter. The first item with which I charge Col. Fulkerson on his account as guardian is with the value of three hundred dollars in what I conceive to be Confederate money received from the Administrator of David Baltzell on the 28th day of September 1863, the next charge is one of like kind received from said Davis Admr. on the 25th day of April 1864, of \$56.23. The Plaintiffs claim that these sums should be charged to Mr. Fulkerson at the full amounts mentioned in said receipts, because there is no evidence offered as to the kind of money in which said sums were paid. I can not take this view, because I think Courts are bound to take judicial notice of matters of public history affecting the whole people of the country in which they reside and for whom they do business. If this view is correct I think the Court, and I acting for it, must take judicial notice of the fact that in the years 1863 and 1864, the people of the state of Virginia were engaged in a war with the people of the northern states, that the state of Virginia and its people then constituted what was at that time called the Confederate states, and that as such, and as a matter of fact the only money then in anything like general use among the people of Virginia was Confederate currency. Taking this view I have ascertained from the scale of values of Confederate money, for ~~the~~ each month of the four years of the war what confederate money was worth in the month of September 1863 and the month of April 1864. Mr. Mathews gives the value of Confederate money for September 1863 as 13 to 1, I have therefore divided said sum of \$300.00 by 13 which gives \$23.08 and with that amount I have charged Col. Fulkerson, the same authority fixes the value of Confederate currency for the



month of April 1864, at 22 to 1. I have therefore divided said sum of \$56.23, by 22, which gives \$2.51, which I have likewise charged to Col. Fulkerson. The Defendants by their Counsel Objected to any charge being made against said Fulkerson on account of said Confederate money and they relied to sustain them in said objection, on section 2921 of the Code. This section, from the marginal note in the Code to said section, seems to have been passed for the first time, by the legislature of 1877 -8 ~~and~~ and as Col. Fulkerson had made expenditures for his wards before that time which it will be seen I have credited to him, I think it right to charge him with the value of said Confederate money which I have done.

I have compounded the interest on this sum of the value of said Confederate money up to the 1st. day of January 1866, when I give to said Guardian credit for \$1.40, for amount paid taxes for the year 1865, I then ascertain the interest for the year 1866, add it to the principal, thus forming a new principal and again find the interest on that up to the 1st. day of January 1868, add it to the principal and to this sum I add rents for the year 1867, . On this subject of rents I have had some trouble to ascertain satisfactorily the fair rental value of the land in which the wards of Col. Fulkerson were interested. To ascertain the value of said rents, the Plaintiffs introduced three witnesses, to wit, Jas. H. Canter, N. M. Dettor and M. D. Goodson, and, as is usual in cases of opinion, these witness differ considerable as to the fair rental value of said land. Upon an examination of the testimony of these three witnesses it will be seen that the question propounded to each, was about this in substance, 'do you know the three shares of the Baltzell land laid off and assigned to Jos, C. Baltzell, James P. Baltzell and Henrietta Fulkerson in the partition of the lands of David Baltzell deceased, if so what would be the fair cash rent per year for said three shares of land, from 1866 to 1883, inclusive'. The answer of Mr. Canter to said question was, "I think \$50.00 per year would have been the fair rental value of said three shares of land for the years named". Mr. Dettor answered the same question as follows, "I think \$40.00 to \$50.00 would be the fair rental value of said land for the years named". Mr. Goodson answered it as follows, "p properly managed said land ought to have been worth \$100.00, per year".

One of these witnesses seems to me to have had better opportunities for



knowing the rental value of said lands for the years named than either of the others, to wit, Mr. Canter, because he and his father used and cultivated said lands for the years named, and for two years, he gives the exact returns of said lands, at \$105.00 or \$52.50 per year, and he further said these two years were over average years in way of rental yield, I have therefore taken \$50.00 as the fair rental value of said land per year, and ~~here~~ where I have charged rent to Col. Fulkerson at all, I have charged it on that basis. Now the next enquiry of importance is, how much of said sum of \$50.00 per year are the wards of Col. Fulkerson entitled to? It will be noted that the evidence shows that David Baltzell died before his daughter, Mrs. Henrietta Fulkerson, his lands descended to his heirs and they at once became seized in co-parcenary of said lands, said Fulkerson had by his said wife, the said Henrietta, issue born alive capable of inheriting said land. I am therefore of the opinion that Col Fulkerson was tenant by the curtesy of his wife's interest in said land, and that as such, he was entitled to the rents and profits, during his ~~na~~ natural life, of the share laid off and assigned to his children in the partition of the lands of David Baltzell deceased, in right of their mother. The evidence shows that this share had on it as much or more cleared land ~~and it~~ than both the other shares, and that the rental value of that share was equal, or in excess, ~~of~~ both the other shares, I have therefore fixed the rental value of the Henrietta share at \$25.00 per year, the Joseph C. Baltzell share at \$15.00 per ~~year~~, and that of the J. P. Baltzell share at \$10.00 per year, but no rent for this last named share can be charged to Col. Fulkerson until after said share was sold and the sale thereof confirmed, which did not occur till sometime in the fall of the year 1875. I have therefore charged Col. Fulkerson with the sum of \$15.00 each year for the rents of said share of said land beginning with the year 1867, up to and including the year 1875, and for the year 1876 and each succeeding year thereafter, up to and including the year 1880, I have charged him with \$25.00, the rents of both of said shares.

I have stopped charging ~~and~~ Col. Fulkerson with rents with the year 1882, because ~~Jennie at that time had become of age and Mrs. Carr~~ *said land was sold and conveyed at the beginning of the year 1880.* ~~had been sometime married.~~ It will be noted that I charge said guardian with the rents on the 1st day of January succeeding the year for which they account.



they accrued

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they accrued, that is I charge the rents of 1867, as having been received on the first day of January 1868, and so on to the end. And as soon as I charge the rents ~~add~~ make them a part of the sum in the guardian's hands bearing interest. I have given Mr. Fulkerson credit for one half the taxes on said land up to and including the taxes for the year 1876, I then add a third more to the taxes, on account of the J.P. Baltzell ~~share~~ share, which I have supposed was taxed equally as high as either of the other shares, and from the year 1876, up to and including the year 1882, I give him credit for two thirds of the taxes on said land. There are only three or four tax tickets filed, but as I know that taxes have to be paid, I have simply presumed that they were paid for each year. I have required Mr. Fulkerson to pay the taxes on the share of land of which I hold him to be tenant by the Curtesy, I think this is right as he was receiving the rents and profits thereof. The evidence showed that some repairs were necessary on said lands, that said repairs were usually paid out of the rents, and as no account had been kept thereof, resort had to be had, to the opinion of witnesses to ascertain what these repairs probably amounted to each year. Two witnesses were examined on this point, one of them said that he thought \$8.00, per year would have been necessary, the other \$10.00, to keep the land in repair. I have fallen below each of said witnesses, and have taken \$6.00 per year as necessary to keep said three shares in proper repair, that is \$2.00 per share, and in consequence thereof I have given Col. Fulkerson credit each year from 1867, up to and including the year 1875, with two dollars per year for repairs, after that time up to and including the year 1882 I give him credit for \$4.00 per year for repairs. I think this does substantial justice between the parties. By this method of statement, Col. Fulkerson, without taking into account certain expenditures which he had made for his two daughters about the year 1872, was indebted to his wards on account of rents &c. the sum of \$145.89, ~~thereafter~~ on the 1st day of January 1877, and on that day there was in his hands as Administrator of Joseph C. Baltzell deceased the sum of \$2052.58, this sum I have charged to him on that day, I then charge him with \$25.00 on account of rents for the year 1877, and with interest on \$2198.47 to January 1st 1878 and take from the same \$12.60 which leaves a new principal to start



with on the first day of January 1878, and on this sum I again count interest for a year, add the rents for the year 1878, and charge an additional sum of \$162.00 received by Col. Fulkerson from York and Fulkerson Commissioners in the chancery cause of Warren M. Hopkins and Wife vs. John S. Kindrick wife et als, a copy of the record of which case is filed as a part of the plaintiffs evidence. This sum was directed, by decree entered in said cause on the 14th day of January 1878, ~~directed~~ to be paid to A. H. Fulkerson as guardian of John B. Jennie H. and Sallie K. Fulkerson, I charge Mr. Fulkerson with interest on said sum to January 1st 1879, and after adding all these sums and their interest together I deduct therefrom the taxes and cost of repairs for the year 1878, which leaves a balance due to said wards of \$2666.64. John B. Fulkerson had attained his majority sometime in the year 1878, and carried his interest in said fund no further in the general guardianship account, I therefore divided the sum thus found due between said three children, and it gave to each as of the first day of January 1879, the sum of \$888.88.

As matter of convenience from this date forward I carry on the account of the the Plaintiffs, Jennie H. and Sallie K. together and I charge Col. Fulkerson with the sum of \$888.88 found due to each of them, making a charge against him in favor of the two of \$1777.76, on this sum I charge him with interest from the 1st day of January 1879, to the 1st day of January 1880, I also charge him with \$47.62, being two thirds of \$71.43, ordered to be paid to Col. Fulkerson in right of his wards by decree entered in said chancery cause on the 8th day of May 1879, by that decree the Commissioners were ordered to pay out the sum of \$250.00 shown to be in their hands, of this sum said wards were entitled to two sixths, which makes said sum of \$71.43, I also charge him with \$16.67, being two thirds of the rents for the year 1879, There is then, to wit, on the 1st. day of January 1880, in Col. Fulkerson's hands for the Plaintiffs the sum of \$1950.50, ~~2255~~ I then give him credit for two thirds of two thirds of the taxes and farm repairs for the year 1879, I also give him credit for \$176.00, being one half the sum paid by him on June 20th 1872, to Mrs Mary H. Hopkins for the board of Jennie and Sallie K. for the period of 22 months, while they were staying with their aunt and attending school at Jackson Institute, and to this sum I add interest to January 1st 1880



I also give him credit for the sum of \$229.74, being one half the sum paid out and expended by John T. Ransom for said Plaintiffs, while they were in Missouri, visiting and attending school, See letter of Mr Ransom dated March 30th 1876, and filed as an exhibit with Judge Morgan's deposition. Counsel for the defendants, <sup>filed</sup> before me receipts and vouchers for other expenditures made by Col. Fulkerson, for these two of his wards, than the said sum of \$352.00 paid to Mrs. Hopkins and the said sum of \$459.48 paid out for them by John T. Ransom, these sum are evidence by express receipts, tuition fees &c. an account of which is here filed marked, "Defendants' Claim of credits". The credits thus claimed with interest up to the 1st day of January 1880, amount to \$1457.37, of this however I have only given the items above mentioned as credits amounting as will be seen to the sum of \$536.92, on January 1st 1880, leaving a difference between credits claimed and credits given of \$920.45. To this might perhaps be added \$22.50 difference in amount of expenditure for cloverseed purchased in 1868, and credit allowed therefor and also \$45.00 for three years rent while the land was in clover. The Plaintiffs object strenuously to any credit being allowed to Col. Fulkerson for any amount on account of the above named expenditures, or any of them. They claim and prove that Col. Fulkerson was a man of means, and that he was able to provide for and educate his daughters as befitted their station in life, and <sup>claim</sup> ~~that~~ it was his legal, as well as moral duty to do so.

They have referred me to no authorities in support of their position, but I have referred to and examined several cases on this point. The strongest of these cases, in favor of the Plaintiffs' contention, I think, is the case of Evans vs. Pearce et als. 15. Grattan 513. That was a case similar ~~text~~ similar in many respects to this. There the father had been married three times, and had children by each of his wives. The mother of the second wife left by her will certain lands and slaves to her daughter for life and after her death to her children. This property went into the possession of Evans in the lifetime of his wife, and after her death he continued to hold it and rented out the houses, and seems generally to have hired out the slaves. After the death of Evans suit was brought by his children <sup>for</sup> ~~and~~ for a settlement and distribution of his estate. When the account was taken the widow of the said Evans, who seems to have con-



~~-ceived that proper defense was not being made, and~~  
 -ceived that proper defense was not being made, ~~and~~ excepted to the report filed, that, "Whilst William Evans was treated by the Commissioner as the guardian of his sons, and charged with the annual profits of their property, he was allowed nothing for their maintenance and education". The evidence showed that Evans was a plasterer by trade, that his oldest son who was the owner of the property in controversy worked with his father at his trade, that Evans left property at his death valued at about \$14000.00, that he left 12 or 13 slaves and was indebted to others than his children about \$7000.00. The court overruled the exceptions of the widow and gave judgement &c. The only question of doubt in the case seems to have been as to whether or not the estate should have credit for the support and education of the children. On this point the Court said, "A father, if of ability, is bound to maintain his infant children, even though they may have property of their own". And it further said, "The court, however, will look with liberality to the circumstances of each particular case, and to the respective estates of both father and children, and will authorize their income arising from the estate of infants to be applied to their support whenever, under all the circumstances it appears proper. But when the application to allow the income so to be appropriated is not made, as it ought to be in advance, and is delayed, as it has been in this case, until after the guardianship has terminated, the court will not permit it without the clearest proof that justice requires it". I have quoted thus largely from this case because of its similarity to the present case in many particulars and because, to my mind, it is the strongest case, furnished by the books in support of the Plaintiffs' contention. But does it support it? I think not. The Court, in Evans vs. Pearce &c, seem to lay considerable stress upon the fact that one of said infants was kept at work as an apprentice thereby in the opinion of the court earning his living; that there was no allegation or proof that the father was at any extraordinary expense for the support or education of his children; and that there was not ~~he~~ the slightest indication of any intention to offset his liability, or to make any charge against them in any form for their support and education. In each of these particulars, I think, this case is different. No apprenticeship is shown, nor is there any evidence of any labor performed by



either one of the Plaintiffs for her father, though doubtless they both did all that was required of them when they were at home. But the evidence shows that they were gone a great deal, one of them, Jennie six ~~year~~ years at one time, two at another, and Sallie K. certainly as much as four years altogether. There is also evidence here that the father of the Plaintiffs took, if not extraordinary, certainly, more than ordinary pains with his daughters, and spent more than ordinary sums upon them, he had them at college two years when Jennie was only 1~~7~~ to 13 and Kate only 10 to 11 years old, and again he had them at school in Missouri when Kate was only 13 to 15 and Jennie two years older, and on this Missouri trip he seems to have paid out for them from \$700.00 to \$800.00 outside of their travelling expenses. I think these are more than the ordinary ~~exp~~ expenses of the support, maintenance and education of children, nor was it perhaps justified by his circumstances, because Judge Morgan tells us in his deposition, in answer to a question propounded by the Plaintiffs' counsel, that about the year 1875 to 1878, that Mr. Fulkerson became a frequent borrower of money, and in considerable quantities. I think also there is considerable evidence of an intention upon the part of Mr. Fulkerson to charge his daughters with, at least some of the expenditures made by him, because he preserved the accounts of the liabilities thus incurred, receipts for the payment of the same &c. I think this intention upon his part to charge said expenditure or some of them to his children was well known to, ~~and~~ ~~re~~gonized ~~by~~ and acquiesced in by his ~~ch~~ children. The receipt in full taken by him from his said wards, in March 1884, to my mind, fully proves this fact. One of the recitations contained in said receipt, is in these words, after reciting that he had received various sums of money &c, "and which was partly disbursed and expended for the benefit of the parties of the first part" (his children). Now it seems to me that both parties had an eye to the fact, that the one had made expenditure for and the other had received the benefits thereof and that Mr. Fulkerson intended to charge these expenditures to his wards and that they recognised them as proper charges. What other charges of this kind were made? None except the ones we are considering. But I ~~have~~ have refused to give him credit for the entire sums thus expended, I recognise to the fullest extent his liability as a father to support,



maintain and educate his children, in a proper way and I have only given him credit for what I think is an extraordinary expenditure, that is I have given him credit for one half the sum paid Mrs. Hopkins, nothing for the amount paid Mr. Stuart President of Jackson institute for their tuition, and I have given him credit for one half of Mr. Ransom's bill for moneys paid out and expended for their girls while they were both *no charge for board was made while they were in Missouri* their together. I make this charge on the evidence of Mr. Richmond who stated that from experience he could say that it cost double the amount to maintain and educate girl children away from home than it did at home. This was a liberal statement, as I think, and I have based my credits largely upon it, but it will be seen that the amount with which I have credited Mr. Fulkerson is only a little over one third of the amount he actually paid out for them. If I have erred in giving these credits it ~~is~~ is an error against the guardian, in my opinion.

After deducting these credits there was left in said guardian's hands due to these two wards, on the 1st day of January 1880, the sum of \$ ~~2422.25~~ \$1405.18 on which I again charge him with a years interest, and with two thirds of the rents for the year 1880, and after deducting amounts allowed for taxes paid and repairs, leaves in his hands on the 1st day of January 1881, the sum of \$1497.75. On that day I close the guardianship account, because Jennie had attained her majority, on the 16th of December preceding and Sallie K. was already married. And while I carry Mr. Fulkerson's account on, with his wards, I do it upon the principle of debtor and creditor, and not of guardian and ward, because I hold that the relation of guardian and ward ceases as soon as the ward attains the age of 21, or being a female marries, but while the relation of guardian to the ward ceases his liability ~~does~~ not. The first payment made by Mr. Fulkerson to his daughters after the 1st day of January 1881, when the relation of creditor and debtor begins, that exceeds the interest, was made on the 21st day of September 1882, I therefore count interest on said sum in his hands down to that date and add it to the principal, I also charge him with two thirds of \$145.94, paid by York & Fulkerson or by A. Fulkerson Commissioner about the 11th day of October 1881, and interest thereon to said 21st day of September 1882, and I charge him with two thirds of the rents of said lands for the year 1881



and interest on that sum down to the same date. From this sum I deduct as heretofore two thirds of the taxes and repairs, and \$500.00 paid to each of the daughters. The next payment was made on the 30th of May 1883 and was \$43.60 to each and in the mean time Mr. Fulkerson had received from A. Fulkerson comr. \$87.20 on account of money due his daughters, with which I charge ~~xxxx~~ him, I also charge him with rents for the year 1882, after deducting the proper credits there is left in his hands on May 30th 1883 the sum of \$804.32 I count interest on this sum to September 19th 1883 add it to the principal and also charge him with two thirds of \$127.00 received about that time from A. Fulkerson Comr. I then deduct the payments of \$25.71, each made on that day, leaving a balance in his hands of \$852.71, to which I add interest to March 25th 1884, supposed date of the compromise or acquittance in full executed to Mr. Fulkerson by his three children and former wards, which makes the amount then in his hands \$879.14, and on that day he ~~xxxx~~ paid his two daughters as well as their brother John, the sum of \$500.00 each, being an over payment of the two, \$120.86, or an over payment of each, \$60.43.

I might properly stop here but for the fact that all of the debt due to John. B. Jennie H. and Sallie K. from a sale of their interest in the what is known as the Sallie D. Baltzell dower has not yet been accounted for. Considerable amounts of it were paid over to Col. Fulkerson, and the last sum of it, which he paid over is shown by the receipts dated Sept. 19th 1893, but after deducting this sum then paid there was still due and uncollected of this debt, the sum of about \$589.11, as is shown by a paper herewith filed marked "Calculation of payments". I do not know that this is exactly correct, in fact I doubt it, as I have very little data to go on, the record filed of the proceedings had in the case out of which this sum grew, not being by any means full and complete. In this calculation I have charged Col. Fulkerson with \$127.00, as received on the 19th day of September 1883, when I think it probable he only received \$77.13 the amount he then paid to his children and that the rest, that is the additional \$50.00 with which I charged him was retained by the Attorneys who were managing said cause for him as commissions, I am led to this belief by the fact that of the \$123.40, due to each Jennie H. and Sallie K. shown by the report of A. Fulkerson filed in said cause on the 7th day of October 1889, <sup>There</sup> is only credited by the Plaintiff



in their bill ~~at~~ \$111.90. It will be noted that the Plaintiffs in their bill give credits as follows, after said receipts in full were given, Nov. 12th 1884, \$40.00, January 6th 1885, \$79.65 and Sept. 24th 1889, \$111.90, these amounts, when we set aside the same amount for John B. settles in full the amount of \$739.26, due to said wards for their interest in the sales of the dower lands before referred to, as is more fully <sup>shown</sup> by the paper heretofore filed marked "Calculation of payments". While I think each of the three payments last above referred to were paid directly to the parties, I have carried them out on my statement of said guardianship account, here filed Marked "A C". It will be seen from this settlement, that I have not charged Col. Fulkerson with anything on account of the sales of the land, either their shares in the Baltzell land or the North Fork land derived by them under the Will of Joseph C. Baltzell as part of the effects of the firm of Lynch Cummings & Co.

I see no reason for charging Mr. Fulkerson with any part of said land sales or in any way incumbering his account with the same. Said lands were not sold until after each one of said children come to <sup>The</sup> age of 21 years, and the sales were either made directly by them or by their father as their friend, and the evidence shows or very <sup>strongly</sup> tends to show that he never received any part of the money due to the Plaintiffs, <sup>except as a mere conduit between them</sup> The statement filed by the Plaintiffs marked "Page <sup>Z</sup>" and in the handwriting of Judge Page shows exactly how this business was transacted as to the three shares in the Baltzell home place, sold to M.D. Goodson. The two first payments made by Mr. Goodson, were made very close together, and amount, ~~after~~, after deducting Commissions of Fulkerson and Page to \$450. the share of each of said children would be \$150.00, this is covered as Mr. B.H. Sewell claims, and in this I think he is right by the admitted payment in the bill of \$150.00 as of the 28th day of June 1883. The two last payments, one of March the 8th 1884, as given by the Plaintiffs in their bill, and February 26th as given by Judge Page in his statement, and for \$185.00, the other for \$182.56 given by the Plaintiffs as of the 29th May 1886, and by Judge Page as of the 25th May 1886, were made directly to the Plaintiffs. these three payments of \$150.00, \$185.00 and \$182.56 aggregate \$517.56, the amount in full or a little over of their shares after deducting commissions charged by said Attorneys. <sup>The \$400.00 credit in the bill is for the land sold to Barker</sup> Consequently I can see no reason for complicating an already complicated

and the attorneys.



account, by bringing into it something that does not and can not belong to it. The same is true as to the North Fork land. That land was sold some time after the children of Col. Fulkerson became of age, they made the sales themselves, conveyed themselves and received the sum for which they sold it. The defendants, by their counsel, took the position before me that A.H. Fulkerson was not the legal guardian of his children, that the county court of Washington County had no jurisdiction to appoint him, and that his appointment by that court conferred no legal authority on him to act as such. That position seems to be well taken, section 2599 of the Code seems to confer upon the County or Circuit Court of the County where the minor resides <sup>alone</sup> the authority to appoint a guardian for him. But in so far as Col. Fulkerson acted as guardian, he is just as responsible, and in all respects governed by the same rules as if he had been regularly appointed. The contention of the ~~Plaintiffs~~ <sup>Defendants</sup> is that being a guardian by his own appointment, and therefore in his own wrong, that a different period of limitation would govern, that all liability for acts done or omitted to be done would be barred in five years. For acts done and moneys received, this position is certainly not correct, that would be to allow him to take advantage of his own wrong. But this matter I think is put fully at rest by our own Court in at least two if not more cases. Evans v. Pearce et als. 15. Grattan 513 and Armistead v. Waller 2. Leigh 11. The rule might be different where loss was sustained by the negligence of a de facto guardian to prosecute a claim. The liability in cases of that kind, if any existed against the de facto guardian, would be in the nature of a tort and would perhaps be barred in five years. But would any liability exist? Could a defacto guardian enforce the collection of a debt due his wrd? In the view I have taken of this case it is unnecessary to answer either of these questions.

I am requested by the Defendants to pass upon the validity of the receipt or release of the \_\_\_\_ day of March 1884, I hardly think this is within my duties under the decree appointing me to perform certain duties and to ascertain certain facts in this case. At the time said receipt was executed each of the parties signing it had attained, sometime before, the age of 21 years, each was sui juris, and capable of ascertaining and understanding his or her rights, each of the females, the Plaintiffs in this suit, were married, living to themselves with husbands Ful-



-ly able and competent to advise them or protect their interests. In such a case it does look like they might act for themselves in any matter, and be bound by their acts, if the act was not induced by fraud or misrepresentation. The Plaintiffs have introduced some evidence tending to show, if said evidence is admissible, that full disclosures were not made by Col. Fulkerson to his children at the time and before they signed said receipts. This evidence is objected to and I have given my opinion as to its admissibility in a report heretofore filed by me, so that it is not necessary to <sup>a</sup>give it here. But even if said evidence is admissible, I do not think it <sup>\*</sup>sustains the contention that said receipt was obtained by fraud and misrepresentation, such fraud and misrepresentation as will avoid an act done. I do not think, judging this case in the light that it is now presented, after all the evidence is in, that Mr. Fulkerson misrepresented any fact then existing or known to him, his representations were that he had been appointed guardian of his children by one of the courts of Washington County, that he was one of the sureties of Warren M. Hopkins as Administrator of the estate of J.C. Baltzell deceased, that he was and had been Administrator de bonis non of said estate, that as such guardian and Admr. he had received sums of money for his children, <sup>and had incurred liabilities for Hopkins</sup> that he had made disbursements and expenditures for them, that no accurate account had been kept of amounts received or disbursements made, and that he had never made any settlement &c. All of these representations were true. Then what fraud was practiced? I would have no question whatever on this point but for the case of *Armistead vs. Waller* 2 Leigh 11. That case is a very strong one in support of the contention of the Plaintiffs, that any settlement with the ward, by the guardian, shortly after the ward attains his majority, but before delivering his estate and without making any settlements of <sup>his</sup> account, is void upon the ground of public policy. The facts in that case were very strong and influenced, doubtless, to a great extent the strong language used by the Court. I can see very little difference in a case where a full disclosure of all the facts is made by the guardian to his ward in person and where a settlement is made before a commissioner, and I incline to believe that a settlement made in the one way would be as binding as the other. And as in this case, where the guardian explicitly stated, in terms at least, that he



had not kept his accounts so that he could settle his account before a commissioner, but at the same time he gave to his wards full information of all the capacities in which he had been acting, or in which he had or could have incurred liabilities, thus furnishing to them the means of finding out what he had done and what liabilities he had incurred.

His wards were then capable of acting for themselves, and they did act and in my opinion they are and ought to be bound by what they have done

They rested about 12 years on the settlement thus made, in the meantime they employed counsel to investigate the matter, and made investigations themselves through Mr. Kregar, the result of that investigation is shown in his letter to Mr. Baylor, written in May 1886, and that letter furnished about, or quite as full information of the condition and assets of J.C. Baltzell's estate, and the value thereof, as all the evidence taken by me has done. If the settlement ~~was~~<sup>is</sup> void now, as against public policy, it was void then, *and the suit ought to have been then brought* and to now allow them to come in after Col. Fulkerson is dead, and his estate put to all the disadvantages of the loss of his services in explaining his dealings therewith, when they would not and did not do so in his lifetime, is to my mind as much against public policy as the other, and thus responding to the request of the defendants, as to the validity of said compromise or settlement made in March 1884, though I do not think the decree makes this a part of my duty, - I am of opinion as above stated that it is binding.

The Plaintiffs request me to ~~XXXX~~ make a statement embodying their views, which they express in about these words, that I shall charge the administrator with everything which came into his hands, or which by the use of reasonable diligence should have come into his hands, and to hold him to a strict accountability for all such sums as did or by use of ordinary diligence should have come into his hands, and in presenting this view the plaintiffs hold that all the legal presumptions are against the fiduciary in his capacity either as Administrator or guardian, and further ~~that~~ in stating the account representing their view, they request me to keep the funds arising from sales of the lands, either the three shares in the Baltzell tract or the poor valey land so as to distinguish it from the other funds and to show how and which disbursements are made out of this particular money. This is a very general requirement, and one to which I have all the time addressed all the understanding and



ability which I have. I have several times asked the counsel for the Plaintiffs to state to me, or furnish me with a statement of sums which they <sup>think</sup> ~~claim~~ they have proved <sup>they claim to</sup> ~~or~~ be proper charges against said Administrator for actual collections which he made, or of debts which they claim he, by the use of ordinary diligence, could have collected, this they have declined to do, referring me to the proof to ascertain for myself what has been proved. This duty I can perform, tolerably satisfactorily to myself, and I have performed it, but it is more difficult for me to make a statement conforming to their views when they do not give them to me, however, they are more definite in respect to their objection to the allowance of credits offered and claimed by the defendants. On this point I think I understand their views very fully. And as to the ~~ADMINISTRATOR~~ guardianship account I think I pretty fully understand the charges which they desire me to make, outside of such as grow out of the Administration account.

Re As an attempt at a representation of their views I have prepared and file herewith a statement marked "A C", in which I have charged Mr. Fulkerson in his character as Administrator with \$4843.30, as the total of his interest in the firm of Lynch Cummings & Co. ~~1882Z3~~ after deducting from his said interest therein, the North Fork or Poor Valley land which was assigned to him at \$1000.00, I have then as a way of fixing the value of said debts deducted therefrom 45 percent, which I have done under the evidence of D.C. Cummings, a witness of the Plaintiffs, and the surviving member of the firm of Lynch Cummings & Co. This witness <sup>t</sup> stated that fifty at most sixty percent, only, of these debts could have been collected, I have split the difference and allowed 55 percent of said debts as good, this makes \$2663.82 with which I have charged said Administrator, upon this sum I have counted interest from the first day of August 1872, when Kreger & Carnahan made the settlement of said firm matters, up to the 1st day of January 1877. I have then charged him with an additional sum of \$246.42, the amount collected by him on the J.P. Baltzell debt. It is doubtful whether or not this is a proper charge, it may be that this debt is part of said sum of \$4843.30. It certainly was at one time a debt due the firm of Lynch Cummings & Co. but I rather incline to the belief that it had been taken out by Joseph C. Baltzell about the year 1862, to equalize him, at that



at that time, with the other partners, and upon this sum I have likewise counted interest up to the 1st day of January 1877. This shows of principal and interest in Mr. Fulkerson's hands on January the first, before credits are deducted, the sum of \$3679.79 from this sum I have deducted the sum, principal and interest, of \$356.21. This excludes from the credits heretofore given, the second, third, fifth, sixth and twelfth items, all and each of which the ~~defendants~~ plaintiffs contend are not proper credits. I have heretofore given my reasons for allowing these credits and see no reason for further discussing them. This statement is shown by the marginal endorsement "Statement 1", on said paper A.C. On the back of this paper A.C. I have made statement No. 2. as representing my views of the credits that ought to be given, in the event the Court should be of opinion that it is proper to charge Col. Fulkerson with the 55 per cent of the Baltzell interest in said firm, rather than to charge him as is done in statement A.B. Statement 1 on paper A.C. shows a balance in said Administrator's hands January 1st 1877, of \$3323.58. Statement 2. on said paper shows a balance due as of the same date of \$2129.85. This last amount differs very little from the amount ascertained to be in said Administrator's hands on the same day by the method adopted in settlement A.B.

I have then made a settlement of the guardianship account, on the view taken as I understand them, by the Plaintiffs of the matters involved purely in the guardianship matter, outside of its connection with the administration account. In this statement which is herewith filed marked "A.E." I have charged the guardian with the amounts of money received from A. Davis Administrator of David Baltzell deceased as good money I have also each year, except three, when it was shown the land was in clover, charged said Fulkerson with the rents of the entire land, at \$40. per year up to and including the year 1875, thence afterwards with \$50. per year. I have compounded the interest, in accordance with the law upon the subject, as I understand it. I have also charged him as he received, <sup>them</sup> with such sums as he received during the continuance of the relation of guardian, from York and Fulkerson Comrs. or A. Fulkerson Comr. for sales of what is known as the Sallie Baltzell dower lands. I have given him credit for sums that I think there can be no doubt about and none other



This results in showing that there was then in Mr. Fulkerson's hands due to each of the Plaintiffs the sum of \$1305.54, after deducting the amount paid them on the day, Mr. Fulkerson attempted to settle with his wards. I have not carried the settlement any further, because there is as I understand it, no disagreement about the other amounts, after that day collected on the sale of the dower and by Col. A. Fulkerson Commissioner, which the Plaintiffs received in the \$40.00 credit the \$79.65, credit and the last credit given by them at \$111.90, and by Abe Fulkerson Comr. at \$123.40 Which are fully shown on settlement A.D. and exhibits therewith.

It will be noticed that I have <sup>not</sup> charged Col. Fulkerson ~~neither~~ as guardian or Administrator, <sup>with anything</sup> ~~nothing~~ on either statement A.C. or A.E, on account of the dealings with said estate of Joseph C. Baltzell by Warren M. Hopkins the former Admr. The Plaintiffs insist that I should have done so, because they claim that by the use of ordinary diligence, Col. Fulkerson in his character, either as Administrator de bonis non, or as guardian, could have collected these sums of money. As Administrator de bonis non he certainly could not. Could he have done so as guardian? I think he might, if he had been legally appointed as such. But appointed as he was by a court that did not have the requisite jurisdiction, I doubt very much his power to do so. This raises one of the questions referred to in a former part of this report, in which I expressed the opinion that for all his acts, that a de facto guardian was just as responsible as a legal guardian, and that he was subject to the same rules of law, including the statute of limitations. But that for his omissions, which were in the nature of a tort, that perhaps another rule of law, and perhaps another period of limitations would prevail. And upon this I was then doubtful and I am still in the same condition, I therefore refer this matter to the Court, as being much abler to determine it than I am.

I have also refused to charge Mr. Fulkerson with anything on account of the supposed Washington County bond, in any of my statements, I have given my reasons therefor and I still adhere to them, and I will state in addition to what I have heretofore said about said bond that it seems to me if such bond had ever been issued and paid that the records of Washington County would show it, that this evidence, if any such there



were might easily have been produced, and that it was the duty of the Plaintiffs to produce it. I have now performed as best I could the duties imposed upon me by the decree heretofore referred to. That the results which I have reached will be satisfactory to the parties, or either of them, I can not hope, that they are not as satisfactory to myself as I desire, I freely admit, but they are the best I can do and I so submit them. Statements "AB" and "AD" represent my views of the case.

Very respectfully submitted

Lo. J. Durcan. Special Comr.







To the Worshipful Court of Washington County.

Pursuant to an order issued in the County Court the day of September, 1866, directing the subscribers to partition the lands of David Baltzell dec'd. After being on the land and having made the division we beg leave to make the following report, viz:—

To Sarah Baltzell-widow, we assigned 120 acres, including the mansion house and other improvements as her dower, included in blue lines on the accompanying plat, and bounded as follows, viz:

Beginning at a white oak and chestnut stump at the foot of a hill a corner to Fleemor's land (at "A" on the plat) thence with Fleemor's line N.  $6\frac{1}{2}$  W. 150 poles to a poplar on the east edge of a road (at B) N.  $56\frac{1}{2}$  E.  $53\frac{1}{3}$  poles to a stake on Fleemor's line (at C) a corner to No. 2 thence with the same N.  $18\frac{1}{2}$  W. 73 poles to a stake a hickory & two dogwoods pointers (at D) a corner to No. 3 thence with it S.  $84\frac{1}{2}$  W. 88 poles to a small gum and sourwood in a hollow (at E) a corner to No. 4, thence with the same S. 2 W.  $12\frac{3}{4}$  poles to a large spanish oak in a hollow (at F) S.  $14\frac{1}{2}$  E.  $73\frac{1}{2}$  poles to a stake north of a pond (at G) a corner to No. 7, thence with it S. 20 E. 47 poles



crossing the pond and the reedy road to a stake on Goodman's line (at H) thence with it N.  $85\frac{1}{2}$  E. 56 poles to the Beginning.

To Warren M. Hopkins and Mary H. his wife we assigned lot No. 1 in blue lines containing 76 acres 2 roods and 27 poles and bounded as follows, viz: Beginning at a stake on the brow of a hill on Fleenor's line (at I on the plat) thence with Fleenor's line N.  $56\frac{1}{2}$  E. 78 poles to a stake by a fence (at J) N.  $43\frac{1}{2}$  W. 185 poles to a stake and pointers on the side of a hill (at K) N.  $63\frac{1}{2}$  W. 10 poles to two chestnut oaks on a rocky point a corner to Worley's land (at L) thence with Worley's lines S.  $73$  W.  $46\frac{2}{3}$  poles crossing a branch to a stake on an East hill side a hickory, chestnut and Maple pointer (at M) a corner to No. 3 thence S.  $34\frac{1}{2}$  E. 206 poles to the Beginning.

To John B., Jimsey H. and Sally K. Fulkerson we assigned their mothers interest, embracing lot No. 2 containing 71 acres, 2 roods and 19 poles and bounded as follows, viz: Beginning at a stake on Fleenor's line a corner to the Dover (at C. on the plat) thence with Fleenor's line N.  $56\frac{1}{2}$  E. 111 poles to a stake on the brow of a hill a corner



to No. 1 (at II) thence with a line of No. 1, N.  $34\frac{1}{2}^{\circ}$  W. 123 poles to a chestnut oak and pointers on the side of a ridge near the top (at A.) S.  $54\frac{1}{2}^{\circ}$  W.  $78\frac{1}{2}$  poles to a stake and pointers on a flat ridge (at O.) thence S.  $18\frac{1}{2}^{\circ}$  E. 124 poles to the Beginning, included in green lines on the plat.

And to the same parties we assigned Jos. C. Daltzell's share lot No. 3 Containing 107 acres and 11 poles and bounded as follows viz: Beginning at a large black oak on top of the Mountain (at P) on the plat a corner to No. 4 thence with the lines thereof S. 58 W. 1 pole & 7 links to a gum (at I) S. 10 E. 184 poles to a black oak, a chestnut & black oak pointers on a line of the dover (at W.) thence with the dover N.  $84\frac{1}{2}^{\circ}$  E. 61 poles to a stake, a hickory and two sourwoods marked as pointers (at D) a corner to No. 2 thence with the lines of it N.  $18\frac{1}{2}^{\circ}$  W. 51 poles to a stake and pointers on a flat ridge (at O) N.  $54\frac{1}{2}^{\circ}$  E.  $78\frac{1}{2}$  poles to a chestnut oak on the side of a ridge near the top a chestnut, sourwood & chestnut oak pointers (at N.) thence with No. 1, N.  $34\frac{1}{2}^{\circ}$  W. 83 poles to a stake - a hickory, chestnut and maple pointers on the east side of a hill on Worley's line (at M.) thence with his



lines S. 73 W. 5 poles to a stake, a dogwood  
sourwood pointers (at P.) N. 26  $\frac{2}{3}$  W. 62 poles  
to pointers on top of Walkers mountain  
(at Q.) thence along the top S. 48  $\frac{1}{4}$  W. 22  
poles to a small chestnut (at R.) S. 23  
W. 25  $\frac{2}{3}$  poles to a black oak near the  
corner of a field (at S.) S. 84 W. 38  $\frac{1}{2}$  poles  
to the Beginning. In red lines.

To James P. Baltzell, we assigned  
Lot No. 4 containing 100 acres and bounded  
as follows viz: Beginning at a large  
black oak on top of the mountain (at  
T. on the plat), thence along the top  
N. 68 W. 33  $\frac{3}{4}$  poles to a sassafras (at V.)  
S. 38 W. 29  $\frac{1}{2}$  poles to a stake by a chestnut  
stump by a path a chestnut pointer a  
corner to No. 6 (at W.) thence with No. 6  
S. 5 E. 176 poles to a stake on the side of  
a low ridge a white oak & double black  
oak pointers (at X) S. 16 E. 80 poles to a  
small sassafras by a fence (at Y) S. 29  
E. 48 poles to a large spanish oak in a  
hollow a corner to the dower (at Z.)  
thence with the dower N. 3 E. 123 poles  
to a small gum and sourwood in a  
hollow (at E.) N. 84  $\frac{1}{2}$  E. 24 poles to a  
black oak, a chestnut and black oak  
pointers a corner to No. 3 (at U) thence with



the lines of No. 3, N. 10 W. 184 poles to a small  
gum on top of the mountain (at 1) N. 58 E. 1  
pole & 7 links to the Beginning, In yellow lines.

To W<sup>m</sup> King Hiskell, assignee of W<sup>m</sup> H.  
Batzell, we assigned lot No. 5 lying on the  
north side of the mountain containing 85  
acres 2 rods and 30 poles & bounded  
as follows, viz: Beginning at pointers on  
the top of the mountain on a line of Worleys  
land (at Q.) thence N.  $26\frac{3}{4}$  W. 68 poles to  
pointers on the north side of the mountain,  
a corner to Francis Preston's line (at 2) thence  
with his line S. 63 W. 71 poles to a poplar,  
black oak, buckeye and sassafras pointers  
(at 3) N. 44 W.  $105\frac{1}{2}$  poles crossing a branch  
to a sassafras and two maple pointers two  
poles north of a dry branch a corner to  
Jas. Preston's land (at 4) with his line S. 7  
E. 194 poles to a stake & pointers on the top of  
the mountain (at 5) thence along the top N.  $77\frac{1}{4}$   
E. 16 poles to a hickory (at 6) N. 19 E.  $22\frac{1}{2}$   
poles to a stake by a chestnut stump by a  
path a chestnut pointer (at W) In black lines,  
N. 38 E.  $39\frac{1}{2}$  poles to a sassafras (at 7) S. 68  
E.  $33\frac{1}{2}$  poles to a large black oak (at T)  
N. 84 E.  $38\frac{1}{2}$  poles to a black oak near the  
corner of a field (at 8) N. 23 E.  $25\frac{3}{5}$  poles to a  
small chestnut (at R) N.  $48\frac{1}{4}$  E. 22 poles



to the Beginning.

To John S. Kindrick and Catharine J.  
his wife was assigned lot No. 6 in green lines  
containing 81 acres and bounded as follows,  
viz: Beginning at a white oak & three black  
oaks and a chestnut in the head of a hollow  
below a path on the south side of Walker's  
mountain a corner to Pitzer's land, (at 7 on  
the plat) thence with Pitzer's land S. 6 W.  $184\frac{1}{2}$   
poles to a chestnut and a hickory & spanish  
oak pointer on a low ridge (at 8) S  $26\frac{3}{4}$  W. 24  
poles to a sourwood & chestnut pointer  
by a road (at 9) N. 75 E. 86 poles to a dead  
chestnut a white oak & black oak pointers  
(at 10) a corner to No. 7 thence with it S. 9  
E. 98 poles to a locust in a field (at 11)  
N. 63 E. 50 poles to a stake by a fence  
on a line of the Dover (at 12) thence  
with the dover, N.  $14\frac{1}{2}$  W.  $26\frac{4}{5}$  poles  
to a spanish oak in a hollow (at 13)  
leaving the dover and with the lines  
of No. 4, N. 29 W. 48 poles to a small  
sassafras by a fence and a hill (at 14)  
N. 16 W. 80 poles to a stake a white oak  
and double black oak (at 15) N. 5 W. 176  
poles to a stake by a chestnut stump  
by a path on top of the mountain (at 16)  
thence along the top S. 19 W.  $22\frac{1}{2}$  poles



to a hickory (at 6) S.  $77\frac{1}{4}$  W. 16 poles to a stake on Jas. Preston's line (at 5) thence S. 6 E. 12 poles to the Beginning.

To Benjamin F. Fry and Sally J. his wife we assigned lot No. 7 on the plat containing 60 Acres, and bounded as follows -:

Beginning at a stake on Goodman's line a corner to the dower (at III) thence with the lines of the dower N. 20 W. 47 poles crossing a pond and the road to a stake (at G) N.  $14\frac{1}{2}$  W. 47 poles to a stake by a fence (at Z) leaving the dower and along the lines of No. 6 S. 63 W. 50 poles to a locust in a field (at II) N. 9 W. 98 poles to a dead chestnut, a white oak and black oak pointers (at 10) S. 75 W. 56 poles to a sourwood and chestnut pointer by a road (at 9) on Pitzer's line thence with it S.  $26\frac{3}{4}$  W. 66 poles to a white oak on low ridge marked a hickory, chestnut & black oak pointers (at 12) N. 66 E. 90 poles to a stake in the edge of a field (at 15) S.  $6\frac{1}{2}$  E. 131 poles to a stake in the edge of a sink hole (at 13) N.  $64\frac{3}{4}$  E.  $44\frac{3}{4}$  poles to large white oak stump (at 14) N.  $85\frac{1}{2}$  E. 26 poles to the Beginning

Respectfully submitted, -

Nov. 20<sup>th</sup> 1866

Isaac A. McQuown  
Wm. R. Rhea  
S. Q. Bradley,



In the Clerk's office of the County Court of  
Washington the 21<sup>st</sup> day of December, 1868.

The foregoing Commissioner's report was  
delivered, of said county, on the day above  
mentioned and admitted to record.

Teste:

A Copy,

Teste:-

R. P. Plumming D.C.\*

David Baltzell, decd.

Partition of Estate

A copy,

Fee \$1.75

5-A



1863		A.H. Halseman Guardian &c.		Dr
Sept 28	To amt received from A Doris Allen			300.00
"	Out on same to Jan'y 1st 1865-			32.00
"	amt received from same Apr 25 1864			56.23.
"	Out on same to Jan'y 1st 1865-			2.31
	Prin. & Int due Jan'y 1st 1865.			381.19
1865-	To Int on \$381.19 to Jan'y 1. 1866.			22.87
	By Taxes paid for 1865-			404.06
	1866			1.40
				402.66
	To Int on \$402.66. to Jan'y 1st 1867			24.15-
	1867.			426.81
	To Int on \$426.81. to Jan'y 1. 1868			25.60
	Rents for year 1867.			40.00
	By Taxes for 1866. & 1867	6.67		492.41
	" Horse repairs for 1867.	4.00		10.67
	1868			481.74
	To Int on \$481.74 to Jan'y 1. 1869			28.90
	" Rents for 1868.			40.00
	By Taxes for 1868	6.67		\$50.64
	" Horse repairs for 1868	4.00		10.67
	1869.			\$39.97
	To Int on \$539.97 to Jan'y 1. 1870			32.39
	" Rents year 1869.			40.00
	By Taxes for 1869	4.65-		612.36
	" Amt paid for dividing land	18.88		
	" " " " Closing out	36.00		
	" " " " Transferring land	1.75-		
	" " " " Horse Repairs	4.00		55.28
	1870			557.08
	To Int on \$557.08 to Jan'y 1st 1871			33.42
No amt.	By Amt paid Taxes for 1870	8.60		590.50
	" Horse repairs 1870	4.00		12.60
	1871.			577.90
No amt	To Int on \$557.90 to Jan'y 1. 1872			34.67
	By amt paid Taxes for 1871.	8.60		612.57
	" " Horse Repairs for 1871	4.00		12.60
	To amt carried forward			599.97



to rent

1872.

To amount bost forward

" Lent on \$599.97 to Jan'y 1<sup>st</sup> 1873

By rents for the year 1872

" Horse repairs for 1872.

1873

To Lent on \$623.36 to Jan'y 1. 1874

" Rents for 1873.

By Taxes for 1873.

" Horse repairs for 1873

1874

To Lent on. \$688.16 to Jan'y 1. 1875

" Rents for the year 1874

By Taxes paid for " 1874

" Horse repairs " 1874

1875

To Lent on \$755.84 to Jan'y 1<sup>st</sup> 1876

" Rents for the year 1875.

By amt paid Taxes for 1875

" Horse repairs " 1875

1876

To Lent on \$828.59. to Jan'y 1 1877

" Rents on 3 shares for 1876

By Taxes for the year 1876

" Horse repairs for 1876

1877

To Lent on \$909.40 to Jan'y 1 1878

" Rents for the year 1877

By Taxes paid for 1877

" Horse Repairs " 1877

~~1878.~~

To amt in Adams hands Jan'y 1 1877

To Lent on \$3353.28 to Jan'y 1 1878

1878

To Lent on. \$4549.53. to Jan'y 1<sup>st</sup> 1879

" Rents for 1878.

By Taxes " "

" Horse Repairs for 1878.

Am't due Jan'y 1<sup>st</sup> 1879 carried forward \$4853.60

\$599.97

3599

63576

8.60

4 00

12 60

\$623.36

3740

40 00

700 76

8 60

4 00

12 60

688 16

40 28

40 00

768 44

8 60

4 00

12 60

755 84

45 35

40 00

841 19

8 60

4 00

12 60

828 59

49 71

50 00

938 30

12 90

6 00

18 90

909 40

54 56

50 00

1013 96

12 90

6 00

18 90

995 06

3353 28

201 19

4549 53

272 97

50 00

4872 50

12 90

6 00

18 90



To Sent due Jan'y 1. 1879 brot forward		4853,60
" " Recd May 31; 1878,		162 00
" " Sent on said \$162. to Jan'y., 1879		8 91
Total same due Wmbs. Jan'y 1. 1879.	\$5024 51	
$\frac{1}{3}$ of this sum is due John B.	1674 83 $\frac{2}{3}$	
" " " " " Fannie H.	1674 83 $\frac{2}{3}$	
" " " " " Sallie K.	1674 83 $\frac{2}{3}$	5024 51

1879.

To amt due Jennie H. as above	1674 83 <sup>2</sup> / <sub>5</sub>	1674 83 <sup>2</sup> / <sub>5</sub>
" " " Sallie H. " "		1674 83 <sup>2</sup> / <sub>5</sub>
		<hr/> 3349 67
To Int on \$3349.67. To Jan'y 1880.		200.98

To put on \$3349.67. To Jan'y 1880.	3349 67
" 2/3. of \$71.43 rec'd May 8 <sup>th</sup> 1879	200 98
" Put on said sum to Jan'y, 1880	47 62
" 2/3 of rents for year 1879.	1 78
" 2/3 " Taxes for " "	33 33
" 2/3 " Horse repairs " "	3633 38
	8 60
	4 00
	12 60

1850

To	Int on \$3620.78 to Jan 1, 81		217.64
"	2/3 rents for year 1880	8 60	33 34
"	2/3 Taxes " " 1880	8 60	8871.76
"	2/3. House repairs 1880	4 00	12 60

Balance Due Jan'y 3 1881

~~43859.76~~

When guardianship closes.

A. H. Fulkerson

To Jennie H. & Sallie K.

Dr.

To amt due as above Jan 1. 1881.	\$3859 76
" Int on \$3859.76. to Sept 21. 1882.	398 84
" Amt Recd Oct 11. 1881	97 29
" Int on same to Sept 21. 1882.	5 51
To amt carried forward	<hr/> 4061 40



To amount brot over.		4361 40
" Rents for the year 1881.		33 34
" Interest on same to Sept 21. 82.		1 24
		<u>4395 98</u>
By 2/3 Taxes for 1881.	8 60	
" 2/3 Horse Repairs for 1881	4 00	
" Aunt paid Jennie Sept 21. 1882.	5 00 00	
" " " Sallie K. " "	5 00 00	10 12 60
		<u>3383.38</u>
To Int on said sum to March 25 1884		304 50
" 2/3 Rents for 1882.		33 33.
" Int on same to March 25 1884		2 47.
" Aunt Recd May 30 <sup>th</sup> 1883.		87 20
" " " Sept 19 1883		<u>51 42</u>
		3862.30
By 2/3 Taxes for 1882.	8 60	
" 2/3 Repairs " 1882	4 00	
" Aunt paid Sallie K. May 30. 83	43 60	
" " " Jennie K. " " 83	43 60	
" " " Sallie K. Sept 19, 83	25 71	
" " " Jennie " " 83	25 71	
" " " Sallie K. March 25, 84	500 00	
" " " Jennie K. March 25, 84	500 00	1151 22
Bal. due March 25 1884		2611.08
1/2 of which is due Jennie K.	1305 54	
1/2 " " " Sallie K.	<u>1305 54</u>	2611 08



A. H. Fulkerson Guardian 76

To 3 Little men

His words

C

"A. E."

(M)



At a Court continued and held for Washington County the 28<sup>th</sup> day of August, 1864.

Ordered that the sum of Three thousand dollars be and the same is hereby appropriated for the purpose of paying the expenses incurred under and by authority of an order of this Court made the 27<sup>th</sup> day of June 1864, directing Edward M. Campbell to do all things that he may think necessary and proper to prevent the spread of the small pox in this county to employ nurses, medical attendance and needful supplies to those not able to procure them, made a report of his action in the premises, and from the bills presented it shows that \$2983.<sup>25</sup> has been incurred, and the Court doth order that John G. Keger pay the said accounts as they are presented. And that John G. Keger who is hereby appointed a Committee for the purpose, be and he is hereby authorized to borrow the said sum of Three thousand dollars, upon the credit of the County, and issue the bonds of the county for the same, in such sums as he may think proper, payable within one year with interest from date.

A Copy.

Test:

A. P. Plummering D. C.



C

A Copy

L

Dec 25  
100

Paid by R. H. Sewell atty.

Jan'y 13<sup>th</sup> 1897.

R. P. Pennington D.C.

17

(5)

7



1863 John G. Kregar, Committee (on Small Pox)  
In account with Washington County Dr Cr.

Sept.	12 <sup>th</sup>	For this amount borrowed from Cummings & Baltzell, Surrs. parts. of Lynch, Cummings & Co. under and by authority of order of County Court made 25 <sup>th</sup> August 1864	2000 00		
"	"	this amount borrowed from same	1000 00		
"	8 <sup>th</sup>	By cash paid Dr Edward M. Campbell for provisions, medical services &c. Vouch. No. 13		1348 75	
"	2 <sup>d</sup>	cash paid Norman Crawford " No. 2		65 00	
Sept.	30	" " " Alex Boatman " No. 3		290 00	
Sept.	13	" " " Dr W. H. Pitts " No. 4		200 00	
"	"	" " " Chas. J. Cummings " No. 5		240 00	
"	"	" " " Wyndham Robertson " No. 6		375 00	
"	"	" " " Thos. P. Stone Admt. " No. 7		842 00	
"	"	" " " Mrs. Sarah Stone " No. 8		210 00	
"	"	" " " James Vance " No. 9		15 00	
			3000 00	3032 25	
By balance due J. G. Kregar, Committee			32 25		
			3032 25	3032 25	

A Copy  
Teste:  
R. P. Cummings D. C.



John G. Keger, Committee

Settlement

C

A Copy.

Fee \$0 <sup>25</sup>—

Paid by B. H. Sewall  
Atty, Jan'y, 13<sup>th</sup> 1898

R. P. Cunningham A.C.

"18"

(6)



A. H. Fullerton Admr. De. toris now, with the  
Will annexed of Joseph C. Baltzell Dec. 1871.  
To the creditors & Legates of said Est.

See sale bill filed with Bill 4 1876. - 8	1	To amount of purchases made by A. H. Fullerton at the sale of the person all effects of Joseph C. Baltzell Debt made by Horace M. Hopkins, and which became due. Day Jan'y 1. 1868. Interest on this sum to Jan'y 1. 1877.	66 00 35 64.
See J. N. Trigg Receipt & Col His Letters	2.	To. Amount collected by J. T. Campbell Atty. on Mary Trigg Debt, supposed to have been received by Fullerton about Jan'y 1st 1872. Interest on same to Jan'y 1. 1877.	1800 00 540 00
See 2nd bill filed with Depts of Mrs. M. H. Roberts.	3	To Aunt of Mrs Hopkins Note collected Jan'y 22. 1872. Interest on same to Jan'y 1st 1877.	113 84 33 75
	4	To Note of C. M. Colley paid by Mrs M. H. Hopkins Jan'y 22. 1872. Interest on same to Jan'y 1st 1877	33 55 9 94
	5-	To amt collected from York & Fullerton on commissions in J. P. Baltzell debt with Interest from Sept 21st 1872. Interest on same to Jan'y 1st 1877.	246 42 63 64.
See York's det. 6 The debts May 29. 1874	6	To. amount collected on Jas L. Da vis debt May 29th 1874. Interest on same to Jan'y 1st 1877.	100 00 15 50.
See York's Letter of May 29th 1874.	7	To Amount supposed to have been collect ed on Andrew C. Campbell Debt. by & from H. S. Preston. Day. Oct 16th 1875. Interest on same to Jan'y 1st 1877	126 62 9 49.
	8	To Amount supposed to have been collected on Wm Brownell Debt. \$63.75 Wm Fields Estate \$54.63 Mortimer Hagg \$38.95 Jacob Tools Estate \$75.98 Joel Hay for \$65.05 Day Jan'y 1st 1875 Interest on same to Jan'y 1st 1877	288 30. 34 60
		Amount of Debts carried over.	\$ 3517. 35



1877

Jan'y	1.	To. Amount of debits bro't over Leandra			\$3517 35.
o	X1	By amt paid W. S. Rybner Sheriff's fee bill Decr 2. 1869.		4 00.	
		Interest on same to Jan'y 1st 1877.		1 70	
o	X2	By amt paid Mrs. M. H. Hopkins Jan'y 22. 1872		5 00 00	
o		" Interest on same to Jan'y 1. 1877.		148 25	
o	X3	" Amt paid Mrs. Mary H. Hopkins Aug 1. 1873		3 00 00	
o		" Interest on same to Jan'y 1st 1877		61 50	
	X4	" To amt paid costs recovered by J. H. Barr Adm. against A. H. Fulkerson Adm. Circuit Court Washington Decr 8. 1875		61. 00	
		" Interest on same to Jan'y 1 1877		3 89.	
o	X5	" Amt supposed to have been paid H. S. Preston, fee of A. C. Cummings in case of Fulkerson Adm. vs Barr Adm. Oct 16. 1875.		50 00	
		Interest on same to Jan'y 1st 1877.		3 13.	
	X6	" Amt supposed to have been paid H. S. Preston Adm. for collecting debt on Andrew Campbell. Oct. 16 <sup>th</sup> 1875		12 66.	
		" Interest on same to Jan'y 1. 1877.		91	
	X7	" Amt paid W. B. G. Lowry Clerk Tax on Administration. May 23 1871		6 00.	
		" Interest on same to Jan'y 1st 1877		2 02	
	X8	" Amt paid A. B. Lee witness. "Two tickets May 1875.		2 50.	
		" Int on same to Jan'y 1. 1877		25.	
	X9	" Amt paid John Barr Sheriff.		50.	
		" Int on same to Jan'y 1st 1877		12.	
	X10	" Amt costs paid Jno A Buchanan lawer in case of A. H. Fulkerson Adm vs. Julia A. Baltzell & als. July 26 1875		72 50	
		" Interest on same to Jan'y 1. 1877.		6. 23	
		To Amount debits carried forward			\$3517 35
		By " Credits " "		\$1237 16.	



1877.

		Dr	By
Jan 1 <sup>st</sup>	To Amount of debits brot forward		\$3517.35.
	By " " Credits " "	\$1237.16.	
X 11	" Aunt Josiah Mrs. Julia Battzell Commutation of Dower in the lands of James P Battzell Dec. 14. 1876.	192.10	
	" Interest on same to Jan 1 1877.	3.42.	
X 12.	By This sum commissions to York & Fulkerson on \$288.36. supposed to have been collected on debts of Wm Crowell & others Jan 1 1875	28.83.	
	" Interest on same to Jan 1 1877.	3.26.	1464.77.
	Balance due by A. M. Jan 1 1877	1464.77	2052.58.



A. H. Fullerton Adv.  
by statement of  
of 3 Account  
J. C. Bultzall Decd

"A D"

@

(B)



Bristol May 29<sup>th</sup> 1844

A. H. Fulkerson

Dear Sir;

We need the copies of the John Hunt Campbell receipts. I do not think the Jas. S. Caldwell debt was ever collected. He went into Bankruptcy and the debt was distributed by Carnahan & Kreyer proportionately between the partners.

The Andrew Campbell debt you see on the enclosed list & the money to pay it as we understand is in the hands of Henry S. Preston Esq. who says he will pay soon, at least we suppose the debt named on the list and the receipt to be the same. They may however be different debts. The other debts ~~are~~ accepted for by J. & H. we know nothing of.

You had better notify Joe. Campbell that you have employed us to assist in looking after the claims in his hands so we can go to him with some authority.

Of the enclosed list we have the \$120. collection of Jas. L. Davis & send you herewith \$100 — The Lemwell debt is reported to us as having been collected by Hopkins —

nos. 3-4-5-6 & 7 are supposed to be good. All the remainders below Jas. L. Davis, beginning with Michael Vanhous are not worth anything — We have the notes of all whose names are marked on the list with this x mark. Shall we sue on all or only on those that are supposed to be good?

Some taxes due on the North Fork land which we will pay — small amt. only, on any suits.



that may be brought we will have to pay  
State & county tax.

Please remit to Joe Campbell at once  
as above indicated.

Yours truly

York W. Fiskerson

Jos. C. Battzel

In acc with Lynch Cummings & Co.

1	To amt. bal of acc as per Ledger	\$4590.07
2	" " on Mrs. Kennell's debt & Ints.	63.75
3	" " Andrew E. Campbell debt & Ints.	126.62
4	" " Mrs. Field's Estate " " X	54.63
5	" " Martin Haggy " " X	28.95
6	" " Jacob Loo's Est. " " X	75.98
7	" " Joel Maylor " " X	65.05
8	" " Jas. L. Davis " " "	120.50
	" " Michael Paohuss " " X	22.31
	" " E. S. Martin " " X	25.23
	" " Saml. D. Blackwell " " X	21.84
	" " Jacob Shoemaker " " X	152.10
	" " Jesse H. Caldwell " " "	67.08
	" " Mrs. Rodeffer " " X	81.67
	" " Jacob R. Midner " " X	108.00
	" " Wheeler Jane " " "	103.46
	" " John S. Caldwell Jr. & Co. 3	
	On a note \$68.07 due 1 <sup>st</sup> Jan'y, 1886 2	136.14
	Put on same \$68.07 2	

The above debts were assigned to Jos. C. Battzel's representative by Hregu & Carnahan as the balance due on the settlement made by them of the firm business of Lynch Cummings & Co.



Virginia: In the Circuit Court of the County of Washington,

the 3<sup>d</sup> day of March 1896,

D.C. Cummings & Co as  
Surviving Partner &c -

Plaintiff

Against

J.K. Trigg Adm'r of  
M. J. Trigg dec'd

Defendant

Compressed on the 5<sup>th</sup> day of January 1871  
Judgment in favor of the plaintiff against the defendant ~~at the~~ ~~term 189~~ for the sum of

Fifty Hundred and Twelve dollars and — cents,

with interest thereon, to be computed after the rate of six per centum per annum, from the 26<sup>th</sup> day  
of November 1865, till payment, and the costs. Plaintiff's costs \$ 6<sup>27</sup>

Subject to the following credits 1868, Feb'y 24<sup>th</sup> \$100<sup>00</sup> - 1871  
December 1<sup>st</sup> \$1800<sup>00</sup>

An Extract—Teste.

John M. Kieger Clerk.  
Jas W. Humes Plaintiff's Attorney.



*A. Cummings Jr & Co*

*vs.*

}

Extract

Judgment.

*J. K. Trigg Adminr*

*Jas W Humes p. q.*

*Feb 35*



WASHINGTON COUNTY CIRCUIT COURT,

Jan 1875.

Ordered that

A. A. Fulkerson Adm of J. C. Battye

pay unto

N. Bruce ~~for~~ One dollar

for

21

days

attendance

as a witness for

see is

Sam. Adams

travelling

over ten miles in coming, and the same in returning.

Teste,

L. J. Catlett



B 1.



WASHINGTON COUNTY CIRCUIT COURT,

May TERM, 1875.

Ordered that

L. H. Dickinson Adm'r of J. C.  
Bartzell

pay unto

M. Price O'neal 50 dollars

for

3

days

attendance as a witness for

see vs. Sam. Adams

travelling

over ten miles in coming, and the same in returning.

Teste,

L. J. Coster, Clk.



B. 2.

8.

X



J. B. J. A. & S. K. Fullerton

To B. C. Clark Com<sup>r</sup> Revenue

186<sup>c</sup> To Transferring 71<sup>94</sup> from D. Bathell Est

B. C. Clark Com<sup>r</sup> Revenue



J. B. Fulkerson  
to Mrs

175

33



Mr. J. B. & J. H. & S. K. <sup>2</sup> ~~Johnson~~ Tax in Washington County for 1869.

Revenue—Personal property, \$

Capitation Tax, Salary, Income, &c., }

Land, 71 <sup>99</sup>/<sub>100</sub>

2 88

County levy, { 80 per cent. on Personal Property, .....  
                  { 80 per cent. on land tax, .....  
                  { Titheables, \$1.50 each, .....

2 17

Received payment.

J. Calver  
by

\$ 4.65-



J. B. & J. H. S. K. Fulhara

March 14, 65-

75/100

71 61



*Mr. A. H. Fulkerson Adm J. B. Battell*

TO THE SHERIFF OF WASHINGTON COUNTY,

Dr.

*vs. John D. Casby Admr*

*1872*

*March 27*

*To serving 1 cum*

*50*

Received payment,

*A. H. Fulkerson Admr*  
*Chas. W. Colley, D.S.*  
*for J. D. Casby, Admr*



Baldell  
recept-

X 2

B 57

C. H. Mulholland  
5-2-0



Received of A M Fulkerson one dollar  
stamp tax and five dollars State taxes on  
his bond as administrator of Joseph C  
Baltzell dec<sup>d</sup>

Wm Gb Lowry & Co



x 7.

B 6

County Collector Paid  
For Use to  
A. H. Fulkerson Adm'r of Ls.  
C. Ballville



Receipt of various  
Officers of Washington  
County.

Proof of the said values  
of which one note  
required, by Plaintiff

J. P. Duncan  
Dumfries  
Va.





Received of I.S.Anderson and John P.Gibson, Executors of A.H.  
Fulkerson, deceased, the sum of Two Thousand <sup>nine hundred,</sup> and Twenty-seven dollars  
and Ninty- one cents(\$2927.91) balance of the fund remaining in the  
hands of said Executors and due to the Estate of A.H.Fulkerson, de-  
ceased, which said sum of money said Executors were permitted to de-  
posit in the National Bank of Bristol, on the best terms to be obtained,  
by decree entered in the Chancery cause of Jennie H.Paylor et al  
against Anderson and Gibson Executors &c. et als, on the 11th day of  
November 1899. The principal of this sum is by said decree set apart  
for ~~xxx~~ the infant~~x~~ devisees of A.H.Fulkerson, deceased, to-wit:  
Mary L., Margaret A., and Martha L. Fulkerson, and upon this sum the  
National Bank of Bristol agrees to pay ~~three~~ per cent annually, which  
said interest is by said decree directed to be paid to Ida I. Fulkerson  
widow of A.H.Fulkerson, deceased. This January 1st, 1900.

*The Nat Bank of Bristol*  
*By Jno C Anderson, President*



"N. B. of B"



To the Honorable H.A.W. Sheen , Judge of the Circuit

Court of Lee County:-

The undersigned, I.S. Anderson and J.B. Gibson, Executors of the last will and testament of A.H. Fulkerson deceased, begs leave to report, that pursuant to a decree rendered and pronounced in the Chancery cause of Jennie H. Baylor and another against I.S. Anderson and John B. Gibson Executors &c., on the 11th day of November 1899, they were directed or permitted to deposit the sum still remaining in their hands arising from the sale of the lands of A.H. Fulkerson deceased, in the National Bank of Bristol on the best terms they could obtain, take a receipt for the same and report their action to a future term of this court, they on the 1st day of January 1900 ~~1899~~ deposited said money in the ~~National Bank~~ National Bank of Bristol, took a receipt for the same which they file herewith as part of this report marked "N.B. of B." The best terms obtainable was three per cent interest. This is a very small rate of interest and less than said money ought to yield. If a guardian was appoint for the infant children of A.H. Fulkerson, who would take charge of said money, or if a receiver was appointed to handle it, said money could doubtless be made to yield 6% annually, but up to this time your undersigned have learned of no steps being taken by the parties interested to this end, and they are unwilling to be longer charged with the care of or responsibility for said money.

Very Respectfully Submitted.

March 7th, 1900.

Anderson & Gibson Executors  
of A. H. Fulkerson Will



Jimmie H. Baylor et al  
vs { Report of the  
      { Executors.  
J. S. Anderson & J. R. Gibson  
Executors et al

---

Filed March 7<sup>th</sup> 1900  
A. B. Munsey Clerk



Jennie H. Baylor and Sallie K. Carr

vs.

I.S. Anderson and John R. Gibson Ex'ors. &c. et als

To the Honorable W.T. Miller Judge of the Circuit Court of Lee County Virginia:

By a decree pronounced and entered in the above styled cause, on the 5th day of Nov. 1897, the undersigned former commissioner in said cause was directed to state and settle the executorial account of the said I.S. Anderson and J.R. Gibson executors of the estate of A.H. Fulkerson deceased, showing what sums have gone, or by due diligence could have gone into their hands; what ~~was~~ were and are owing by said executors and what debts are due ~~by~~ the said estate, to whom due and their priority; and to report any facts deemed pertinent by himself or required by any interested party.

In order to perform the duties thus imposed upon me by said decree I gave to all the parties whom I knew to be interested, notice, either in person, or by letter that I would sit in my office in Jonesville, on Monday the 4th day of January 1898, to hear proof of debts against said estate to settle said administration account and generally to perform all the duties required of me by said decree. On that day Messrs. Anderson and Gibson appeared before me and furnished me with the names of all persons known to them as having claims against the estate of Mr. Fulkerson; they also furnished me with the information as to the available assets of said estate. Not being able to get proof of all the debts and said ~~administratrix~~ executors desiring to make settlements with certain parties for services rendered them as executors, I continued the matter until the 24th day of Jan. 1898 when I again took it up and on that day and succeeding days up to this date I completed the duties assigned me and herewith file the result of the same.

I first proceeded to settle the executorial account of the said Anderson and Gibson, and in doing this I found that said executors on the 1st day of March 1897, had made an exparte settlement of their account before John A.G. Hyatt commissioner of accounts for Lee county, in which Mr. Hyatt had charged them with \$1145.82 received by them from various persons prior to that date, and in which he gave them credit



for twenty-four items aggregating \$826.48, vouchers for which are filed by him as marked in the margin of his statement, from one to twenty-four inclusive, and in which he gave them credit for \$82.64, being 10% on the \$826.48 disbursed by them. This resulted in showing a balance of \$236.70 in their hands on the 1st day of March 1897. I have looked over this ~~separate~~ settlement very carefully and find no reasonable objection to the same and therefore adopted it as a basis upon which to begin my settlement.

And starting upon said basis I charged said executors with said sum of \$236.70 balance in their hands on March ~~1st~~ as aforesaid, and I further charge, <sup>them</sup> with the sum of \$4987.68 received by them between the 1st day of March 1897 and the 25th day of Jan. 1898. The items of this charge are shown by an inventory signed by said executors and filed with said settlement marked "AX" which makes a total of charges against them of \$5224.38. I then gave them credit for seven items amounting to \$4424.18, vouchers for which are filed herewith marked as in the margin from 25 to 31 inclusive. I then gave them 10% commission on the \$236.70 balance of the personal fund in their hands March 1st 1897, and five per cent commission on the \$4987.68 shown in inventory "AX" which results in showing a balance in their hands of \$527.14. It will be noticed that I have not charged said executors with interest on the balance in their hands March 1st 1897, nor with interest on the sums received by them as shown by said inventory. I did not do this because as I understand the proceedings had in your Honor's Court in this cause and on a petition filed by said executors, they could not use said money safely. But it will be seen that on said inventory "AX" I have charged them with \$17.50 for interest collected on Jan. 13th 1898 from J.O. Gibson & Co. for money loaned them. Said executors also informed me that at one time they placed in The Bank of Bristol the sum of \$700 on which said bank agreed to pay them 4% interest. A part of said money is still in said bank, they have made no settlement with it, and do not know the exact amount of interest to which they will be intitled from said bank. Said sum of interest can hereafter be charged to them. It will be noticed that I have given said executors credit for commissions on their receipts and not on their disbursements, and therefore said sum of \$527.14 all belongs to said estate.



The exparte settlement made by commissioner Hyatt is filed herewith marked "ABC". The settlement made by me is marked "ABD".

I then proceeded to ascertain the debts still due and owing by the estate of A.H.Fulkerson deceased, and I file herewith a list of the same marked "ABE". The first is a judgment in favor of Jennie H. Baylor, the principal with interest calculated down to the 1st day of March 1898 is \$825.81 including \$2.04 costs. A transcript of said judgment is filed with said statement marked "A".

The next debts are five notes all of which were executed to C.F. Baylor by A.H.Fulkerson in his life-time, copies of said notes are herewith filed marked "B,C,D,E,F," Mr Baylor also presented a judgment in favor of Moses R. Wolf and assigned to him. The total of said five notes and judgment due Mr. Baylor with interest calculated to the 1st day of March 1898 is \$1455.45.

The next allowance is marked "H" and is a note executed by the said A.H.Fulkerson in his life-time to Henry J. Morgan and amounts principal and interest on the 1st day of March 1898 to \$1894.95.

The next item is a judgment of the chancery Court of Claiborne county Tenn. against R.F.Carr and I.S.Anderson and J.O.Gibson executors of A.H.Fulkerson deceased rendered on the 12th day of Oct. 1896 for \$1215.50. This judgment with interest calculated down to March the 1st 1898 and costs amounts to \$1330.79. A copy of said judgment ~~of said judgment~~ as rendered by said Tenn. court is herewith filed marked "I". It will be noticed that the Tenn. judgment was rendered on a note executed by R.F.Carr to A.H.Fulkerson and indorsed by the said Fulkerson to The Bank of Cumberland Gap and said judgment is for the gross sum of \$1215.50 which includes \$105.00 of interest and \$110.50 of attorney's fees. I have allowed interest from the rendition of said judgment on the gross sum of \$1215.50. I have done this because as I understand the law a judgment always bears interest from the date of its rendition if no other time is fixed.

Item "J" is a note in favor of C.F.Smith executed by A.H.Fulkerson in his life-time which with interest calculated down to March 1st 1898 amounts to \$411.75.

Item "K" is a note executed by the said Fulkerson in his life-time to John D. H. Morgan.



to John D. Morgan which with its interest down to the said 1st day of March 1898 amounts to \$28.08.

Items "L, M, N, O" are small justice's judgments rendered against Anderson and Gibson as executors the amounts of which principal and interest and the persons to whom due are shown under their proper letters.

Item "P" is a small account in favor of N. L. Callahan and amounts principal and interest on March the 1st 1898 to \$3.57.

Item "Q" is a small account in favor of D. L. Wolf and amounts principle and interest to \$1.10. This account is not very well proved, in fact not proved at all, except by the oath of Mr. Wolf. But Mr. Anderson the executor who lives in the neighborhood thinks the account is right and did not require any fuller proof. I have no doubt from what he tells me that Mr. Wolf could prove his account and the costs of doing so would have been more than the debt. Hence I allowed it without requiring full proof.

Item "R" is a bequest made by A. H. Fulkerson in his last will and testament to his daughter Mrs. Henrietta E. Beaty for the sum of \$300.00 and I have allowed her interest on said sum from the 20th day of April 1896, and have calculated the same down to the 1st day of March 1898, making a total as of that date of \$355.50. The reason why I have fixed on the 20th day of April 1896 as the day from which said bequest or legacy shall draw interest, is that Col. Fulkerson directed that the fund to pay said legacy should be raised from a sale of his lands, ~~the~~ these lands were sold on the 20th day of April 1896, notes for the purchase price taken bearing interest from date. Such being the facts I think it only proper that this small provision made by Col. Fulkerson for his eldest daughter should bear interest from that date. This results in showing that the total indebtedness of Col. Fulkerson's estate will be \$6547.55 on the 1st day of March 1898. Some of the small Justice's judgments have not been handed to me but the amounts and times from which they bear interest were furnished me by Mr. Anderson. The original notes have been shown to me and are now under my control but I have filed accurate copies of them instead of the originals fearing that they might accidentally get lost. These notes will be filed



whenever directed by the Court or whenever desired by any party interested

I have filed a supplemental statement or recapitulation of the indebtedness marked "ABF" which shows the principal, interest and total amount of all the debts still owing by said estate in separate columns

I have prepared another list which shows a summary of the assets belonging to said estate in the hands of the said executors and available for the payment of debts when collected, and file the same herewith marked "ABG", the total of which with interest calculated down to the 1st day of March 1898 amounts to the sum of \$10865.60, this is composed of two notes on William P. Weston for the sum of \$216.66, each, bearing interest from the 20th day of April 1896, till paid, and two notes for \$4353.33 each on C.F. Smith each bearing interest from said 20th day of April 1896, and the \$527.14 shown to be still in the hands of the said executors. It will thus be seen that there will be a surplus after commissions and costs are all paid of some \$3500.00 or \$4000.00 after paying all the debts thus reported. But nearly half of this money will not be due till the 20th day of April 1899. But should the affairs of said estate get in a position that the money can be paid out, safely, by said Executors, I am informed that it can all, or mostly so, be collected at any time.

Item "A", the judgment in favor of Jennie W. Bay for the same being due by Col. Fulkerson in his fiduciary character, as guardian of the said Jennie is first in priority. Items "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P" and "Q" are all of equal dignity are second in point of priority. Item "R" which is the bequest in favor of Mrs. Beaty is third in point of priority.

January 28th 1898.

Respectfully submitted

C. J. Duran Commissioner.



Jessie H Taylor

15. 1/2 Report of Com.  
with list of debts to

J. S. Anderson et al. Exors to

Filed January 28<sup>th</sup> 1878  
A. B. Mearns Clerk

March Term 1901 Decree  
final Order Book  
No 6. Pages 523 & 524

Commissioners fee \$38.00



Jennie H Bayler et al  
vs

Anderson & Gibson, Executors et al.

Report of Receiver L. S. Anderson

To the Hon H. A. W. Sken  
Judge of the Lee Circuit Court.  
The undersigned who was appointed  
Receiver in this cause at the last Novem-  
ber term of this court, begs leave to re-  
port that having duly qualified, he  
took charge of the funds in the National  
Bank of Bristol, which were annuited  
on Nov 24<sup>th</sup> 1900, the day of my settlement  
with the bank, to \$2877.62, of which  
\$87.11 was interest & the balance principal.  
And I paid over to Mrs Ida J. Fulkerson  
said sum of \$87.11 and took her receipt  
for same. On said date Nov 24-1900 I  
paid to J. W. Lynn \$2000<sup>00</sup> and took his  
notes payable to me as Receiver as follows:  
5 notes for \$143.40 each dated Nov 24-1900  
and due on ~~Dec~~ Sept 10<sup>th</sup> 1901, '02, '03  
'04 & '05, respectively, all bearing 6% interest  
from date which is made payable annu-  
ally on Sept 10<sup>th</sup> and one note for the  
residue of said \$2000<sup>00</sup> to wit \$1283<sup>00</sup>  
dated Nov 24<sup>th</sup> 1900 and payable 5 years  
after date with interest payable annually  
on Sept 10<sup>th</sup> - To secure this sum I took



a deed of trust on improved real estate in the city of Bristol, Tenn., the title to which was passed as well right by an attorney, and which I am satisfied is ample security for the said loan. The deed provides for Insurance to be carried to cover the loan and for payment of taxes and for right of sale in any default.

On same date I paid \$125 recording fee for said trust deed - On Dec 10<sup>th</sup> 1900 I paid W.E. Wynn, <sup>Deputy</sup> Treasurer of Lee County, \$35.24 for the taxes assessed against this fund & I hold his receipt. On Dec 14<sup>th</sup> I paid \$100 for stamps - On Jan'y 1<sup>st</sup> 1900, I paid to Goodlon Bros. of Big Stone Gap, Va \$7000.00 & took their ~~receipt~~ note bearing date said date and due five years after date, with interest payable annually on Jan'y 1<sup>st</sup> at the rate of 6% per annum, with condition for ~~forfeiture~~ the whole amount to become due if payment of any installment of interest be in arrears for 30 days, which note is secured by deed of trust on improved real estate in the town of Big Stone Gap, Va, the title to which was passed by an attorney and which property I am satisfied is ample security for said sum - This deed also provides for Insurance & payment of taxes on the property. This note is signed by J.M.



W. J. & E. E. Goodloe -

This leaves in my hands \$46<sup>52</sup> which I hold in deposit to cover costs and any thing else which I may be directed by your honor to pay -

I beg to submit to your Honor the question of taxes, whether the \$35<sup>74</sup> paid as a forsale to W. E. Wyman for 14 ac taxes and the annual taxes hereafter accruing on this fund shall be charged to Mrs Ida L. Fulkerson or to the corpus of this fund. Also the questions of paying the subsequent costs in this case, my own commissions, and future settlements -

Respectfully Submitted  
March 4<sup>th</sup> 1901 Isaac S. Anderson



Jamies H Bay for etals

vs. { Report of  
      { Receiver  
      { L. S. Audenon

Audenon Gibson, Ex<sup>rs</sup>  
etals

Filed March 1901



To the Honorable H.A.W.Skeen, Judge of the Circuit  
Court of Lee County, Virginia:

Jennie H.Baylor and Sallie K.Carr

Vs.

I.S.Anderson and John R.Gibson Executors &c. et al.

By a decree pronounced in the above styled cause on the 5th day of November your undersigned who had been formerly appointed a Commissioner in said cause was directed to state and settle the Executorial account of I.S.Anderson and J.F.Gibson Executors of the last will and testament of A.H.Fulkerson, Deceased; to convene the creditors and ascertain the amount due ~~said~~ ~~xxx~~ by said estate, to whom due and their priority, and to report any facts deemed pertinent by himself or required by any interested party.

Your Commissioner partially performed that duty and filed the results of his work and a report thereof on January the 28th, 1898. That report shows the balance then owing by said estate and settles the account of said Executors up to that time, and resulted in finding a balance in said Executors' hands as of the 1st day of March, 1898 of \$497.14.

At the request of said Executors your commissioner has made a final settlement of their account, and filed herewith the result thereof marked "B.D.C.". This settlement consists of two parts, one for the year 1898 and the other for the year 1899, ~~and~~ upon an inspection of which it will be seen that I first charge said administrators with the sum found in their hands unaccounted for in statement "A.B.D." with my former report and I then charge them with amounts collected during the year 1898 shown on inventory herewith filed marked "B.X." five thousand two hundreds and eight dollars and ninety-seven cents (\$5208.97) making a total sum to be accounted for of \$5706.11. I then give them credit for \$260.44 being 5% commission on \$5208.97 receipts for the year. I then give them credit for various sums paid out by them on the indebtedness of said estate, vouchers for which are filed marked as in the margin from 33 to 43 inclusive. This results in showing that they had overpaid the sums which came into their



hands during the year 1898 the sum of \$686.43. I then make another statement for the year 1899, charging said Executors with the sum of \$5749.71 amounts received during the year 1899, which is shown on an inventory filed herewith marked "B.Y." I then give them credit for the over-payment of \$686.43 for the year 1898, and for the sum of \$287.48 being 5% commission on \$5749.71. I then give them credit for various payments made by them, vouchers for which are filed, numbered in the margin from 44 to 54 inclusive which results in showing balance in said Executors' hands after the payment of all debts and charges of \$ 3238.28.

I am required by said decree to report anything deemed pertinent by myself or required by any of the parties interested. The Executors request me to give an opinion as to what disposition shall be made of the money still in their hands. To do this correctly requires a careful examination of the will of the testator, A.H. Fulkerson. By the fourth and fifth clauses of his will said testator directs that his timber which he was then engaged in manufacturing into lumber and his Spangler farm should be devoted to the payment of his debts, and for that purpose he directs his said Executors to sell his said Spangler farm on such time as they should judge would be most conducive to the interest of his estate. The sixth clause of said will directs that in the event that the proceeds of the sale of his timber and lumber and the proceeds of the sale of the Spangler farm should prove insufficient to pay and discharge his debts then that his Executors should sell so much of the eastern end of his home farm as would be sufficient added to the proceeds of the sale of his lumber and the Spangler farm to make a sum sufficient to pay his debts. Said testator in his life time converted his timber into lumber and used the proceeds himself so that, that fund was not available under the will for the payment of debts. The Executors then sold on April the 20th, 1896, on a credit of one, two and three years with interest from date on all except \$25.00 the Spangler farm, and it brought \$675.00, a sum very far short of enough to pay the testator's debts. At that time the estate was not in a condition







By the eleventh clause of his will said testator ~~devised~~ bequeathed to his wife Ida I. Fulkerson, during her life, all of his household and kitchen furniture, farming utensils and implements, and all of his live stock, except such as might be thought proper to sell in order to pay the debts, funeral expenses &c., and he made his said wife the judge as to the propriety of sales. In the exercise of her judgment she kept all of said personal property thus bequeathed to her except one horse. By the twelfth said testator devised to his wife, during her natural life, the use, occupation, rents and profits <sup>of his farm</sup> left after the payment of debts, costs of administration and funeral expenses, and he declares that he makes said provision ~~for~~ in order to enable her to raise, maintain and educate his three youngest daughters, to-wit, Mary H. Margaret A. and Martha L. Fulkerson, and by the thirteenth clause of his will said testator devised to said three daughters the fee simple of all the real estate, the use of which he had devised to his said wife. This will bears date on the 8th day of October, 1892. On the 3rd day of January, 1896, and very shortly before his death, said testator added a codicil to his will, the first clause of which, is as follows, "All the interest and property willed and devised to my said wife, Ida I. Fulkerson, is willed and devised on the condition that she remains my widow; and, should she marry again, she is to have no interest or part in my estate.". The second clause of said codicil is as follows, "I further direct that in the event my said wife, Ida I. Fulkerson, should think it best to sell the remainder of my real estate and reinvest it somewhere else, it is to be invested for the benefit of herself and my three daughters Viz. Mary H. Fulkerson, Margaret A. Fulkerson and Martha L. Fulkerson, and hereby grant her that right. I hereby revoke anything in my will above written in conflict with this codicil."

Your commissioner is of opinion that under this will the widow of A. H. Fulkerson takes a contingent life estate in the property devised and bequeathed to her, that is a life estate which may be defeated, by the happening of the condition mentioned, to wit, her marriage. But until that event happens, if it ever does, she is entitled to ~~all~~ <sup>the</sup> use



occupation and enjoyment of the personal property and real estate so devised and bequeathed to her, but at present we are only interested with or in the real estate.

If the Executors had not sold more land than was required for the payment of debts, the widow would have been entitled to the rents and profits of that which was sold from which said over-plus arises, consequently I am of opinion that she is entitled to the use of said over-plus during her life or widowhood, but only to the use of it, that is to yearly interest upon that fund, that she cannot take any of the fund itself, that it must remain for her children.

The next question to be considered is the time from which she is entitled to this yearly interest. The land was sold on the 20th of April 1896, she was deprived on that day of the use, rents and profits of the land from which said fund or over-plus has arisen, and consequently it seems to me she is entitled to interest from that time,

In order to see exactly how much, too much, land said Executors sold I made a calculation of the indebtedness of A.H. Fulkerson on the 20th of June 1896 to which I added the costs accumulating down to the present time charges of administration, attorney's fees &c. and subtracted the same from the sales made of the home place and find that they sold \$3224.00 too much.

As before stated the widow, in my opinion was entitled to the interest on this excess, especially as long as it bore interest, which was till the 20th of June 1899. This interest amounted to \$580.32 to which I have added ~~the~~ \$43.00 the interest which the Executors have received from National Bank of Bristol on deposits since June the 20th 1899 which makes \$623.00. It will be noticed that said Executors have paid her \$618.40~~1~~ leaving the sum of \$464 due her, but this is only a very small matter, hardly worth taking into account in as large a matter and one of as much difficulty to adjust, but if the Court directs it to be paid to her, there will be left the sum of \$3235.64, from which must be deducted a sum sufficient to pay for the recording of the Executors' settlement, which I estimate to be \$8.64 which leaves a net sum of \$3225.00 which belongs to the three children of the testator to whom the remainder in his estate.



tator to whom the remainder of his estate was devised .

I am informed by said Executors that a year or two or perhaps three, before his death, that said Fulkerson had the life of his wife Mrs. Ida I. Fulkerson insured in the Mutual Life Insurance Co. of New York or the Equitable Life for the sum of \$3000.00, and that this policy is for the benefit of his three daughters Mary H., Margaret A. and Martha L. Fulkerson. This is a twenty-payment life policy and the annual accruing premiums on it is \$143.40, and there has been paid as I am informed five, six or seven payments. I think this is a good investment and should be kept up, but I fear from the information which I get and from my knowledge of Mrs. Fulkerson's ability and resources that she cannot keep it up off of the farm devised to and the income or interest on the \$3225.00, upon which she will be entitled to interest, and at the same time support maintain and educate her three daughters as she is required by said will to do, and I am further led to this conclusion from the fact that she had to borrow from I. S. Anderson one of said Executors a sum sufficient to pay the premium for 1898, and the sum charged to her of \$143.40 being voucher 49 filed with my report, was money advanced to her by said Executors for the purpose of paying the premium for 1899. In addition to this on the 8th of June 1898 said Executors loaned Mrs. Fulkerson the sum of \$75.00 to pay taxes on the land devised to her and to make some necessary improvements. They hold her note for this sum and it constitutes a part of the \$3225.00 of surplus remaining in their hands.

Attention has already been called to the fact that said testator gave to his widow the power to sell his entire landed estate devised for life to her and remainder to his daughters, and to reinvest ~~ex~~ said fund for the benefit of he self and daughters. She gave her consent to the sale of the excess of land over and above a sum sufficient to pay debts &c. It seems to me that this life policy is the very best investment she could make, especially for her daughters, I therefore think that the premiums on said life policy should be paid out of said sum of \$3225.00 belonging to said daughters.



It follows therefore, if I am right that the premiums on said life policy should be paid out of said sum of \$3225.00 above shown ~~to~~ still be in the Executors' hands, that the note for \$143.40 executed by the widow for money borrowed to pay the premium on said policy in 1898, should be paid out of said sum.

The \$75.00 note held by said executors against said widow should be paid by her out of the first interest that will be due to her.

All of which is respectfully submitted.

C. T. Duncan  
Commissioner.

My fee for making this settlement and report is \$20.00 which has been paid to me by said Executors and credited to them in their final settlement.



Jimmie H Baylor & as  
vs / Final Settlement  
Anderson & Gibson Ex

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Filed Nov 9<sup>th</sup> 1899  
A B Munsey Clerk

Recorded in Set of  
Fid No 4 p. 26-44



John R. Gibson<sup>md</sup> & J. S. Anderson  
Executors of the last will and Testament of  
A. H. Fulkerson deceased.

1897.	To the Creditors and Legatees of said Fulkerson	Dr.
March 1 <sup>st</sup>	To this sum cash on hand at death of decedent	\$ 53. 10
"	" " Bal. collected on Wm. Eldridge note	1. 73
"	" " collected on Frank Arthur "	5. 00
"	" " " " land sale W. P. Weston	25. 00
"	" " " " Mose Cole note	3. 50
"	" " " " on land sale to Fred Smith	200. 00
"	" " " " John Rosenbalm note	10. 65
"	" " " " from A. L. Fildemore Atty R. R. money-	837. 34
"	" " " " Bal. on R. Deal note	2. 40
"	" " " " " " Frank Arthur note	5. 00
"	" " " " " " Mose Cole "	2. 10
"	" " " Total Charges to March 1 <sup>st</sup> 1897.	\$1145. 82
1	By this sum paid J. H. Gibson for writing	1. 50
2	" " " " Same as N. P. Sch.	. 50
3	" " " " Same for labor.	10. 00
4	" " " " Dr. J. D. Morgan acct.	35. 00
5	" " " " A. M. Gains Printer	16. 00
6	" " " " L. T. Hyatt for copying	1. 50
7	" " " " C. E. Baylon, funeral Expenses	48. 00
8	" " " " Dr. W. E. Morrison acct	8. 00
9	" " " " A. L. Fildemore Atty	2. 50
10	" " " " Same " &c	625. 30
11	" " " " J. A. G. Hyatt late clerk	24. 21
12	" " " " A. B. Munsey witness	. 50
13	" " " " L. V. F. Richmond clerk	2. 25
14	" " " " Same "	17. 72
15	" " " " C. T. Duncan Court.	10. 00
16	" " " " N. M. Lettner witness	75-
17	" " " " Sam. Keller disct.	1. 50
18	" " " " Mrs. L. Harris wit	50
19	" " " " H. F. Ramsey acct	2. 50
20	" " " " John M. Kruger C. O.	. 75
21	" " " " J. S. Anderson acct	10. 00
	Amounts forward	\$818. 98 \$1145. 82



1897

March

To this sum debits brought over

\$1145.82

By " " Credits " "

\$818.98

22 " " " paid Sub. to Christian observance

3.00

23 " " " " for settlement

2.50

24 " " " " " recording "

2.00

By 10% com. on \$826.48 disbursed

82.64

" This sum unaccounted for to square \$236.70 \$1145.82

1897

March 1

To this sum in Executors hands to square

\$236.70

1896

Settlement



**J. O. Gibson & Co.,**  
Dealers in General Merchandise, Dry Goods,  
Clothing and Millinery,  
**JONESVILLE, VA.**

JONESVILLE, VA.

*April 2nd* 189 *4* No.

# Powell's Valley Bank,

Pay to the order of

*E. H. Gibson*

\$ *1.50*

*One and 50/100*

Dollars.

For

*Meeting dues and taking acknowledgment  
Walter Smith*

*Archer son of Gibson Esq.*



(1)

G. H. Gibson

J. H. Gibson



Jonesville, Va.

May 17 1896

No. ....

# POWELL'S VALLEY BANK

Pay to

T. H. Gibson

or Order \$ 500

Fifty & no/100

Dollars

McKinnel & Co. Dr. and Cash.

Anderson & Gibson Executives



(2)

J. H. Gibson  
R. H. Mackham



Jonesville, Va. *May 23*

1896

No. *6*

# POWELL'S VALLEY BANK

Pay to *F. H. Gibson*

or Order \$ *10 00*

*Ten*

Dollars

*for services from Jan 23/96 to Feb 23/96*

*Anderson & Gibson Executors*



3

T. H. Gibson



Jonesville, Va. *May 14* 189*6*

No. ....

# POWELL'S VALLEY BANK

Pay to *Dr. J. L. Morgan* or Order \$ *35*<sup>*00*</sup>/<sub>*100*</sub>

*Thirty Five* Dollars

*Doctor Bill A. H. Fulkerson*

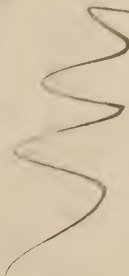
*Anderson & Gibson.*



J. D. McFarlane

Pay to Pawnee  
Valley Bank

J. D. McFarlane





To John D Morgan - - - - -

18957      2<sup>d</sup> medical attention to

4 - 96 Secorgary, To medical attention to self

for breaking & Laying down 25.00

1896 Search <sup>for</sup> Amount due this date \$ 55.00

County of Lee }  
State of Virginia }

This day personally  
appeared before H. C. Richmond Jr.  
The undersigned Notary Public B. Morgan  
and made oath in due form of  
Law that the above account of  
thirty-five dollars against the estate  
of A. H. Fulkerson is just  
true and unpaid.

Given under my hand and seal  
This March 5<sup>th</sup> 1896.

H. C. Richmond Jr. N. P.

$$\cancel{35} \frac{00}{100}$$

Received of Anderson Gibson thirty five  
dollars amount of this bill.

May 14/96.

I do hereby



Paid May 14/96.

4

A H Emerson Seed

Recd

\$35.00

Recd \$35.

main 18

Interest 8

Amount \$ 61.



No. 2 Jonesville, Va June 9 1896

# Powell's Valley Bank

Pay to the  
order of South West Virginian \$16.00

Sixteen Dollars  
for advertising land.

Anderoom + Gibson Ex. co.  
fr Gibson



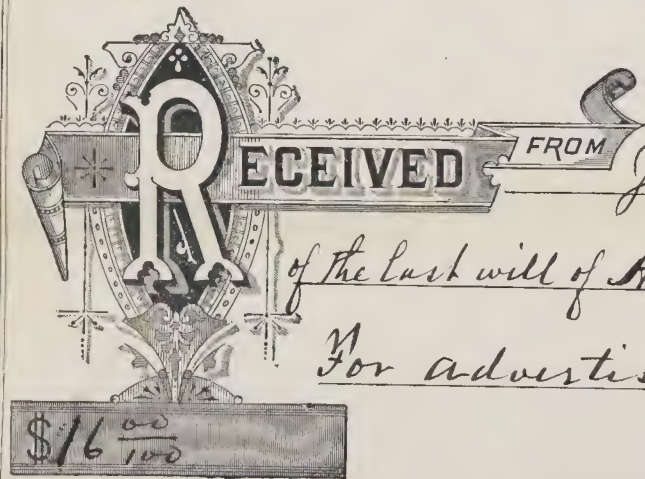
Southwest Virginia  
By A. M. Lewis.

---

J. R. Gibson & Co



J. O. Gibson & Co.



Jonesville, Va., June 9<sup>th</sup>, 1896.

J. R. Gibson & J. S. Anderson, Ex'ors  
of the last will of A. H. Fulkerson Dec'd, Sixteen - **Dollars**  
For advertisement of sale of land.

Southwest Virginia  
Per A. M. Goins.



(54)  
Southwicks Va

To } Recd 16<sup>th</sup>

Andersent Gibson  
2<sup>nd</sup> 18



No. 1

Jonesville, Va. June 6<sup>th</sup> 1896

# Powell's Valley Bank

Pay to the  
order of L. J. Hyatt

\$1.50

One & 50/100 Dollars  
for copying answer Jennie Bayler & Kate Can Bill

Anderson & Gibson Exrs.  
Per Gibson



L. J. Hyatt

J. A. Gibson V60



J. O. Gibson & Co.



Jonesville, Va., May 27 1896

I. S. Anderson & J. R. Gibson, Exrs.

One & 50/100 Dollars

for copying answer in Baylor & Carr case

Paid by J. R. Gibson.

FROMAN BROS., PRINT, 170 & 172 CHAMBERS ST., N. Y.

L. T. Hyatt



6 L. J. Hyatt

To } Recd 1.50

Anderson & Gibson  
Exrs.



Jonesville, Va. *June 8,* 1896

No. ....

# POWELL'S VALLEY BANK

Pay to *C. E. Bayles* or Order \$*48<sup>00</sup>/<sub>100</sub>*

*Forty eight* Dollars  
*Funeral Expenses for*  
*A. H. Fulkerson.*

*Anderson & Gibson, Executors.*



For her only  
on deck  
Chas O Baylon



May 8th 1896

M. A. H. Fickerson Estate



To C. E. Baylor

Terms:

1896

For Funeral Expenses  
Dr

Jan 7th To 1 Suit - cloths	12	
" 1 Under Shirt, 25 1 Dress Vot Cof -	22 5-	
" 1 Dr Drawers	50	
" 1 Pr Shoe 300 1 Pr Shoe 25	32 5-	
" 1 Coffin 1 Case & 1 Silver Mottle	30	\$ 480 0

Virginia See Leo to wit -

This day personally appeared before me Chas. E. Baylor  
in my Co & State aforesaid and made oath that the  
above acct is just and unpaid

Given under my hand and seal this 21 day  
of May 1896

William H. Speak  
Notary public



Estate

A. H. Fulkerson

In acct  
C. E. Baylor

\$48<sup>00</sup>/<sub>100</sub>

of Anderson & Gibson Esrs.

Paid the within amt in full  
for Funeral Expenses of A. H. Fulkerson

This June 13/96

Chas. E. Baylor



Jonesville, Va. *July 9* 1896

No. ....

# POWELL'S VALLEY BANK

Pay to *Dr. W. E. Morrison* or Order \$ *8<sup>00</sup>/<sub>100</sub>*

*Eight* ————— Dollars  
*Doctor Bill A. H. Fulkerson*

*Anderson Gibson, Executors*



(W4)

*W. C. Morrison.*

*G. P. Gant*

**Pay**

Cashier, or Order.

**BANK of CUMBERLAND GAP,**

CUMBERLAND GAP TENN.

**J. H. QUILLLEN, Cashier.**

Pay to the order of

Any Bank or Banker

**HOLSTON NATIONAL BANK,**

CUMBERLAND GAP, TENN.

**JOSEPH H. GAUT, Cashier.**



CUMBERLAND GAP, TENN.,

July 1<sup>st</sup>

1896

M. A. H. Fulkerson

To W. E. MORISON, Dr.

Jan 1 To Bill &amp; Consultation \$8.00

State of Tennessee }  
 County of Claiborne }  
 Wm E Morison being  
 duly sworn upon oath  
 states that the above and  
 foregoing account against  
 Estate of A. H. Fulkerson Decd  
 is just, correct and due him  
 for medical services rendered  
 to deceased in his last  
 sickness — further appear  
 nothing

W E Morison

Subscribed and sworn to  
 before me this July 1, 1896  
 C. W. Adams

Received of Anderson & Gibson Ex. Notary Public  
 the amount of this Bill  
 July 9/96. W E Morison



Dr. W. E. Morrisons  
    { Account \$8 00  
A. H. Fulkner Rec  
Paid July 9/96.

8



No. \_\_\_\_\_ Jonesville, Va. Dec 2<sup>nd</sup> 1896

# Powell's Valley Bank

Pay to the  
order of A. L. Pridemore Atty \$2.50

Two + + + + + 50 Dollars  
costs in R.R. suit of A. H. Fulkerson.

Anderson & Gibson Executors  
of A. H. Fulkersons will



Atto  
A. L. Pickensmore  
J. O. Gibson & Co.



Received of John R. Gibson and  
J. S. Andersen two dollars and  
fifty Cents the legal fee taxed  
in the law suit of A. H.  
Fulkerson against L. & N. Rail  
road Company -  
Dec. 2<sup>d</sup> 1896.

A. L. Ouellette  
Atty for Fulkerson.



(9) 9  
A. L. Prelemere

To Receipt  
\$2.50

Gilbert Anderson  
Esq

---

Dec. 2/89



#496. 22

On this day of the date. I  
promise to pay Patrick  
Hagan for the sum of ninety  
and seventy two cents  
and as to his debt waive the  
benefit of my. Heretofore  
executed writing my hand  
& seal this 14<sup>th</sup> Sept. 1891.

The  
Wm. H. P.  
Patrick  
Hagan  
Hagan

A. H. P. Henson (2)



1893

Oct 10<sup>th</sup> lev by Cash  
in Check on Powell  
Valley Bend This day  
Drawn in favor of  
A. L. Fildemore \$200.<sup>00</sup>



No. \_\_\_\_\_ Jonesville, Va. Dec 2<sup>nd</sup> 1896

# Powell's Valley Bank

Pay to the order of A. L. Pridemore \$625.30

Six hundred twenty five &  $\frac{30}{100}$  Dollars  
Hugan note & face

Anderson & Gibson Exrs.  
of A. H. Fulkerson's will.



A. L. Pridemore



A. H. Fulkerson

To A. L. Pridemore

Dr.

1896  
July

To services rendered for  
him in the defense of a  
suit brought by Jones and  
Wulfinberger against him  
in the Circuit Court of Lee  
County - To be paid out  
of Rail road recovery.

\$50 <sup>00</sup>

1896  
July

To fee in prosecuting a  
suit in Circuit Court of  
Lee County against L. & A.  
Rail road for securing a  
judgement for \$800 <sup>00</sup> - - -

\$50. <sup>00</sup>

---

\$100. <sup>00</sup>

1896  
June

John R. Gibson and  
Isaac S. Anderson executors  
of A. H. Fulkerson decd

To A. L. Pridemore

Dr.

To legal services rendered  
in Court of appeals on the  
Rail road matter

\$50. <sup>00</sup>

Paid J. H. Fulton for them in  
Court of Appeals July <sup>11<sup>th</sup></sup> 1896  
(over)

50 <sup>00</sup>  
\$100. <sup>00</sup>



Received of John R. Gibson and L. S. Anderson, two hundred dollars and should Col. A. H. Fulkersons estate not pay the first two items in full then I bind myself to refund to them, so much as will make me equal to other Creditors of like dignity. Should the Court decide that the same has not priority and should be paid in full

The last two items, being expenses incurred by them for the recovery of the rail road debt I claim are to be paid in full but should the Court decide otherwise I will pay back on them, such sum as the Court having Jurisdiction thereof may direct. Witness my hand and seal this Dec. 2<sup>d</sup>. 1896.

A. L. Pridemore (Seal)

John R. Gibson and L. S. Anderson  
~~Administrators~~ executors of A. H. Fulkerson deceased

To A. L. Pridemore assignee of  
Patrick Hagan or

To one note under seal



due one day after date and dated Sept 14<sup>th</sup>. 1891 executed by A. H. Fulkerson to said Hagan and transferred to me, waiving Homestead exemption and for the sum of four hundred ninety six 22/100 dollars. Subject to a credit of two hundred dollars paid Oct 10<sup>th</sup> 1893, by Cheek on Powell's Valley Bank drawn by A. H. Fulkerson in favor of A. L. Prichard & so endorsed on said note.

Note as above	\$496.22
Int to Oct 10 1893. 2 <sup>nd</sup> 25 <sup>th</sup>	61.60
	<del>44.62</del>
Am't due Oct 10 1893	\$557.82
Per as above. " " "	200.00
	\$357.82
Int to Dec. 1 <sup>st</sup> 1896. 3 <sup>rd</sup> 21 <sup>st</sup>	67.48
	425.30

Received from John R. Gibson and J. S. Anderson the above sum of four hundred Twenty five dollars and 30 cents in full of the above note. And if said estate does not pay the same in full I am to refund to said executors all except my pro rata on the same. Witness my hand & Seal this Dec. 2<sup>nd</sup> 1896  
A. L. Prichard assignee



10

A. L. Oudemars.

W Receipt #625-30.

Gibson T. Andersen Exro

Dec. 1st 1896



No. \_\_\_\_\_ Jonesville, Va. Dec 8<sup>th</sup> 1896

# Powell's Valley Bank

Pay to the  
order of J. A. G. Hyatt Gate clerk \$ 24.21

Twenty four &  $\frac{21}{100}$  Dollars  
for fees vs A. H. Fulkerson.

J. S. Anderson & J. R. Gibson Exrs  
of A. H. Fulkerson's will



J A Hyatt late clerk  
Essex

J A G Hyatt

PENNINGTON & CO  
RECORDERS  
100 N. 3RD ST.  
PHILADELPHIA  
PA.



	A. H. Fulkerson (Rose Hill 2 <sup>nd</sup> )		
	Lo J. A. & Otjatt clerk		On
1892			
March	Sum Case vs L & N. R. R. leo 25 copy 13		38
	Receipt 18 fil decl 15, Doct 18 Atty 10 Rules 50		1 11
	Tax 2.50 Contd at Rules 150 Spa 20 copies 80		5 00
June	Receipt 18 Sincaring wit & Juny 75 3 orders 1.08		2. 01
	Witness claims 3.60 Spa 20 copies 80 Receipt 18		4 78
Novr	Witness claims 3.60 order contd 36 Spa 20 do.		4 16
1893 Mr.	Spa 20 Receipts 36 copies 80 3 orders 1.08 Sincaring wit Juny 75		3. 19
	order 36 wit claims 2.10 Judgt 36 order 36		3 18
	Taking costs &c 40		40

\$24.21



11

A. H. Fulkerson

Fee Bill

To \$24.21

J. A. Hyatt

Witness

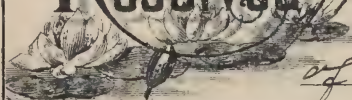
Witness

Received of J. S. Anderson and J. R. Gibson Executors of  
A. H. Fulkerson Twenty four Dollars & 21 cents in  
full payment of this fee bill, Decr. 8<sup>th</sup> 1896,  
J. A. Hyatt late clerk



Feb 19 1897

Received



from Anderson & Gibson Exrs  
of A. H. Fitcherson's will

50 Dollars  
100

for one day attendance as J. Bayliff etc

\$

50

A. B. Munsey



(12)  
A. B. Mearns

{ Aunt 50

Anderson Gibson  
Engels



1894 A. H. Fulkerson  
Nov 15<sup>th</sup> To S. V. F. Richmond Clerk Dr  
To recording deed of trust from C. H. C. Fulkerson <sup>P<sup>125</sup> L<sup>100</sup></sup> 2.75

This day S. V. F. Richmond appeared  
before me, and made oath that  
that the above fee bill, against the  
Estate of A. H. Fulkerson, is just and  
unpaid. Given under my hand this  
20<sup>th</sup> day of April 1896.

A. B. Munsey Clerk

Received fragment in full, of Anderson  
& Gibson Executors. This 20<sup>th</sup> day of  
April 1896.

S. V. F. Richmond Clerk



S. V. F. Richmond<sup>13</sup> N. I.

To \$ 2.25 - Receipt,

J. S. Anderson  
of at Expt.

Paid April 20/96



	J. S. Anderson & J. R. Gibson Exrs est of A. H. Tveskerson.		
1896	To J. V. F. Richmond Clerk Lee County Court	Dr	
Jan 20	To filing will of A. H. Tveskerson		.15
" 4	Dwearing witness 30. 1 Order 36. 2 Copies 50		1.16
" "	Recording will 2.00 bond & c 1.00 Tax 10.00		13.00
" "	Copy of will		1.80
Nov 18	To Cora correcting En assessment <sup>36</sup> 3 Copies <sup>1.25</sup>		1.61
			<u>17.72</u>

Received payment in full of  
 Anderson & Gibson Exrs March 8th 1897.  
 J. V. F. Richmond Clerk



D. H. F. Price and, etc.

{ Price 17  $\frac{72}{100}$

Price in 1872,

Price in 1872

to 1872.



Jonesville, Va Feb 12 1897. No.

# POWELL'S VALLEY BANK

OF JONESVILLE, VA

Pay to the  
order of

W. T. Duncan Corner

\$10.00

Ten

Dollars

For N. H. F. Estate,

Anders & Gibson Executors.



C. J. Newman  
Cashier

PENNINGTON GAP BANK  
PENNINGTON GAP, VA.  
A. G. HYATT, Cashier.

Pay to Any Bank or Banker  
The National Bank of Bristol,  
Bristol, Va.  
John H. Sprague, Cashier



No.

\$

Feb. 12

1897

Balance

Deposit

Less Check

Forward

Pay to N. M. Cotton Witness A. H. S.

75



Received of J. S. Anderson one  
of the Executors of A. H. Halderman  
deceased, ten dollars on my fee  
as Commissioner in the Chancery  
Cause of Jennie H. Baylor & Sally  
H. Lewis against J. S. Anderson  
& J. R. Gibson Executors. &c et al  
which case is now pending in the  
Circuit Court of Lee Co Va and  
in which I am pursuant to a decree  
entered therein, taking an account  
This 12<sup>th</sup> day of Febry 1897  
C. T. Dorman Commissioner



L. F. Duncan <sup>15</sup>bons.  
{ Recd - 10.00  
Anderson ~~Albion~~ Exctos.

Paid Feb 12/97.



No.

\$

Feb 12 1897

Balance

Deposit

Less Check

Forward

Pay to

Sam R. Miller Sargent.

1 30



No. *Feb 12 1897*  
For *A. M. Fulkerson's estate.*  
Pay to *C. T. Duncan Comr.*

Balance

Deposit

Less Check

Forward

10 00



Jonesville, Va. Feb. 12 1897 . 16

# POWELL'S VALLEY BANK

OF JONESVILLE, VA.

Pay to the  
order of

N. M. Deller

\$ 750

Seventy five cents

~~WAX~~

Witness in A.H.S.  
case

Anderson & Gibson Executors

THE A. M. SPEED CO. 52 DEY ST. N.Y.



N M Petter  
J. S. Anderson,

Pay to Any Bank or Banker.  
The National Bank of Bristol,  
Bristol, Tenn.  
John R. Brummett, Cashier.

PENNINGTON OLD BANK  
PENNINGTON, OHIO, VA  
A. G. HYATT, Cashier.



Received of J. S. Anderson  
~~seventy five~~ <sup>seventy</sup> ~~five~~ <sup>five</sup> Cents for one day's  
attendance, as a witness  
and services rendered. In at-  
tendance before Court. Duncan  
in Washington County Va  
Feb. 12<sup>th</sup>. 1897. N. M. Patton



A. M. Decker

75<sup>th</sup> Witness,

Anderson & Gibson Est.

Given Feb 12/97



Jonesville, Va

9/12

1897

No.

# POWELL'S VALLEY BANK

OF JONESVILLE VA

Pay to the  
order of

Sam D. Miller

\$ 1 <sup>50</sup>/<sub>100</sub>

One

<sup>50</sup>/<sub>100</sub> (Fifty)

Saving note on Wm. & R. D. Miller

Anderson Wilson Ervins



*Sam D. Kellum,*

PENNINGTON GAP BANK,  
PENNINGTON GAP, VA.  
A. G. HYATT, Cashier

Pay to Any Bank or Banker.  
The National Bank of Bristol,  
Bristol, Tenn.  
John B. Deane, Cashier



Received of J. S. Anderson one of  
the executors of the last will of  
A. L. Fulkerson dead one dollar  
and fifty Cents for services rendered  
in summoning and going after wit-  
nesses, to attend before Court in  
Case in Washington County Va.

Feb. 12. 1897

Saml. D. Kuen C. C. B.



Sam Kelle

\$1.50

Wm. W. Gibson Ext

Paid Feb. 12/97



Received of J. S. Anderson one  
of the executors of the last will  
& testament of A. H. Fulkerson  
fifty Cents, for board of  
Mary H. Roberts a witness before  
the Commissioner at Abingdon -  
Feb. 11 " 1897.

Mrs. C. Harris -



18



Received of J. S. Anderson  
one of the executors under the will  
of H. H. Fulkerson deceased. Two  
dollars & fifty cents back here  
for witness, Mary H. Robert who  
had to be brought to Abingdon  
before the Court at Abingdon -

H. F. Ramsey



(19)  
 Receipts paid out at  
 Abingdon by S. J. Anderson  
 Executor of A. H. Fulkerson dec'd  
 Mrs. Harris Hotel bill .50  
 Mr. H. F. Ramsey Hack hire 2.50  
 Telephone fees 70  
 3.20

Sam. Keller 1.50  
 Wm. Dettor witness 75

6 T. Duncan Corn 10.00  
 Feb. 8 to 12, 1897 15.50

- S. J. Trip to Abingdon } 10.00  
 Sundays, 2.00 RR. Jan 7.50 } 25.50



Recd of J. S. Anderson for copies  
from my office Security Five cents  
Feb'y 11<sup>th</sup> 1897.

John M. Kreger C.C.  
by J. C. Thomas Deputy.



20



Anderson, Gibson Executors of A. H.  
Fulkerson Dec'd & Co. to  
J. S. Anderson:

Feb 15. To five days at Abingdon & Bristol before

C. T. Duncan Comr. 2.50

Traveling Expenses to & from Abingdon 7.50

\$10.00



O. S. Anderson (21)

Acct \$10.00

Anderson & Son Exc.



Jonesville, Va. *Dec. 7* 1896

No. ....

# POWELL'S VALLEY BANK

Pay to *Courier Co.*

or Order \$ *3<sup>00</sup>/<sub>100</sub>*

*Three*

Dollars

*Subscription to Observer from Jan'y 1/95  
to Jan'y 1/96.*

*Anderson & Gibson Erectors,  
N. H. H.*

Pay to the order of  
**THE LOUISVILLE BARRING CO.**

LOUISVILLE, KY.

**CONVERSE & CO.**

Publishers of the Christian Observer.

*Chauk*

THE LOUISVILLE BARRING CO.  
PUBLISHERS OF THE CHRISTIAN OBSERVER.  
LOUISVILLE, KY.



S. L.  
Folio 5

OFFICE OF THE CHRISTIAN OBSERVER

No. 512 THIRD STREET.

1853  
Exate Louisville, Ky., Dec 10, 1896.

Mr. W. N. Fulmer  
Deceased.

TO CONVERSE & CO., DR.

PUBLISHERS OF THE CHRISTIAN OBSERVER,

To one years and — months' Subscription to the CHRISTIAN OBSERVER,  
from Jan 1 1895 to Jan 1 1896 at \$3.00 per year,

\$3.00

PLEASE REMIT by postoffice order, express money order,  
registered letter, or bank check, at our risk.  
Return this with your remittance.

Receiving payment Dec 9, 96.  
Converse & Co.  
Y.

Receipt 347

to the

Part Dec. 10/96.



# CHRISTIAN OBSERVER.

## TERMS:

Three Dollars a year, subject to a rebate of fifty cents for prompt payment—making it Two Dollars and Fifty Cents, if paid In Advance.

All subscribers who do not send express notice to the contrary to the Publication Office, are regarded as wishing to continue their subscription, and the paper is sent to them accordingly.

OFFICE OF THE CHRISTIAN OBSERVER,

Louisville, Ky., *Feb 27*, 189*6*.

*Estate of A. H. Fickerson Decd*  
*Latet of Rose Hill, Lee Co., Va.*  
TO CONVERSE & CO., DR.,  
(Incorporated)

To *one* Years Subscription to the CHRISTIAN OBSERVER,

From *Jan 1* 18*95* to *Jan 1* 18*96* \$ *3.00*  
Received Payment,

# AFFIDAVIT TO AN ACCOUNT.

Printed and Sold by H. A. KUNNECKE  
246 Fifth Street, Louisville, Ky.

STATE OF KENTUCKY, }  
County of Jefferson }      Sct.

In the matter of the account due Converse & Co  
from the estate of A. H. Fulkerson deceased, ~~or assigned~~;  
This day came F. B. Converse who being first  
duly sworn, deposes and says— he is one of said creditor firm Converse  
and Co and that the account hereto attached  
against the estate of A. H. Fulkerson for  
Three <sup>xx</sup>/<sub>100</sub> Dollars,

is a just demand and has never to his knowledge or belief been paid; and that  
there is no offset or discount against the same, or usury therein.

And this affiant further states that the account herein claimed is due for  
the articles mentioned therein or services rendered and that the same were sold  
and delivered or performed by said claimant to the said A. H. Fulkerson  
at his special instance and request, and  
that — he promised to pay the sums therein charged.

Subscribed and sworn to before me by F. B. Converse  
this 22nd day of April 1896

Also this day came Thomas F. Gordon a witness for said  
claimant, who being first sworn, deposes and says that he has examined the  
account hereto attached, which is for Three <sup>xx</sup>/<sub>100</sub> Dollars,  
and that he knows that the articles mentioned or services rendered in said ac-  
count were sold and delivered or performed by the said claimant to the said  
A. H. Fulkerson and that — he has no interest in the same

Subscribed and sworn to before me by Thomas F. Gordon  
this 22 day of April, 1896.



Lowry's Ales (22)  
Account of the  
A.H. Fulkerson -

81898

Received of J. R. Gibson & J. S. Anderson  
Executors of A. H. Fulkerson Two  
Dollars & fifty cents for settlement No. 1.  
March 8<sup>th</sup> 1897. J. A. Hyatt  
Cum gratia



(23)

Q 2.00

Received of Anderson & Gibson Exrs of Estate  
of A. H. Fulkerson deceased Two dollars for  
Recording Settlement No 1 This March 8th  
1897.

J. W. F. Richmond Secy



24

[illegible]

Commissioner's Office,

March 8<sup>th</sup> 1897

To the County Court of Lee County:

Your Commissioner reports to the Court, that on the 8<sup>th</sup> day of March 1897, John R. Gibson and J. S. Anderson Executors of the last will & Testament of A. H. Fulkerson deceased exhibited before your Commissioner a statement of all the money which they the said Gibson & Anderson & such Exrs., had received or become chargeable with or disbursed within the time of their trust down to March 1<sup>st</sup> 1897, together with the vouchers of such disbursements; that the Commissioner embraced the said Executors in the list of fiduciaries, whose accounts were before him for settlement, which was posted at the front door of the court-house of said county, on the first day of February Court last, and on the date of this report (ten days having since elapsed) has made up and completed the foregoing account of the said John R. Gibson and J. S. Anderson Executor of the last Will and Testament of A. H. Fulkerson deceased, and on the 1<sup>st</sup> day of March 1897, finds a balance of \$ 236.70 due the Creditors and Legatees of said Fulkerson of which sum \$ none is interest. The account is supported by satisfactory vouchers, and is herewith returned.

Your Commissioner further reports to the Court that the bond given by the said Gibson & Anderson is in a sufficient penalty and with sufficient sureties, and is such as the law requires. Said Executors have been, by an order of the circuit, directed to deposit the amount in their hands in Fougles Valley Bank to await the decision of the Cause of Lemmie H. Bayler vs J. S. Anderson and Exrs.

Given under my hand, as Commissioner of Accounts of the said Court, on the day and year first aforesaid.

J. A. S. Hyatt



Virginia

At a county court continued and held for Lee county at the court house thereof on Tuesday May 18th 1897.

John R. Gibson & I. S. Anderson Executors of the Estate of A. H. Fulkerson deceased, this day produced to the court a settlement and report of their executorship account, made by J. A. G. Hyatt Commissioner of Accounts for Lee county which settlement and report having been filed in the office of the Clerk of this Court, the time required by law and unexcepted to, seen and inspected by the court is confirmed and ordered to be recorded.

A copy, Teste: *B. M. Morgan* Clerk.

*John R. Gibson and  
I. S. Anderson Executors  
of A. H. Fulkerson*

*Settlement of*

*with* { *their*  
ACCOUNT.

*J. A. G. Hyatt*  
*Clerk.*

*613.500*

Filed the *8th* day of *March*  
189*7*

Cooption Oct, Term 1896-

Be it remembered that at a regular Term  
of the Chancery Court at Tozams Term, for  
the County of Clatsop was begun and  
held on Monday the 12<sup>th</sup> day of October  
1896, being the Second Monday of said Month,  
present and presiding the Hon. Hugh  
G Kyle, Chancellor &c where the following  
proceedings were had and entered of re-  
cord, to wit:



ADDRESS ALL COMMUNICATIONS, ORDERS AND REMITTANCES, TO JONESVILLE OFFICE.

Retail and Wholesale  
Henderson's Hand-made Saddles, Harness,  
Bridles, Leggings, Saddle Bags, etc.

Established 1875

J. O. GIBSON.  
C. B. GIBSON.  
J. R. GIBSON.

**J. O. GIBSON & CO.,**

GENERAL MERCHANDISE

Dry Goods, Clothing and Millinery a Specialty.

JONESVILLE AND PENNINGTON, VA.

Jonesville, Va., ..... 189

Judgt. - for.  
Paid on 1000. Amt of note from  
Oct 12<sup>th</sup> 1896 to Aug 5<sup>th</sup> 1898  
Paid on Judgt. as Tax ab

1215.50  
108.99  
14.00  

---

1338.49

Bank of Cumberland Gap

vs

R. F. Carr et al

In this cause it appears to the court that the defendants R. F. Carr, J. S. Anderson and J. O. Gibson are regularly before the Court by the service of process and have failed to make any defence within the time required by law, on motion of the complainant the bill is taken as confessed by the defendants and the cause set for hearing ex parte.

Thereupon this cause coming on for hearing upon the bill and Exhibit thereto and the judgment pro confesso above entered and it appearing to the Court that on Oct. 11, 1894, the defendant R. F. Carr executed the note sued on to A. H. Fulkerson of \$1000.<sup>00</sup> due Jan'y 15, 1895 ~~to~~ which was endorsed by said Fulkerson to Complainant and payment thereof guaranteed and that said note is wholly unpaid and there is now due thereon



principal and interest to this date the sum of \$1105<sup>00</sup>, and that said note was executed and payable at Cumberland Gap Tenn., and is therefore a Tennessee contract and that it provides in its fact, if it is sued on the maker and endorser would pay ten per cent. thereon as attorney fees which contract for the payment of attorney's fees is lawful and enforceable under the laws of this state and which 10 % makes the further sum of \$1105<sup>00</sup> making in all \$1215<sup>50</sup>, which is now due on said note. And it further appears that the said endorser of said note H. H. Tuckerson is now dead and that defendants F. S. Anderson and J. O. Gibson are the executors of his will.

It is therefore ordered, adjudged and decreed that complainant recover of said R. F. Carr as principal and F. S. Anderson and J. O. Gibson executors of said endorser said sum of \$1215<sup>50</sup> and the costs of this cause for which



execution is awarded to be paid of  
the goods and chattels, rights and  
credits lands and tenements of said  
R.F. Carr and of the goods and chattels &  
rights and credits of said A.H. Fulkerson  
deceased in the hands of said Anderson  
and Giborn executors to be administered.

### Bill of Costs

State tax 250 County tax 250

500

D. Com J. P. Kivitt Pros. Bd. 75¢; filing bill 25¢; affd.

25¢; sub. to ans. 75¢; Copy some 25¢; Copy Bill \$1.00

Counter pt. sub. to ans. 75¢; 2 Copies some 50¢; Copy bill

\$1.00 5 rules 50¢; 3 dks. 30¢; order 25¢; decree 75¢;

judg. for cost 25¢; taxing cost 50¢; fifa's cost 65¢; 9.00

State of Tennessee,

Total \$14.00

Clairborne County

J. P. Kivitt Clerk & Master  
of the Chancery Court of Clairborne County

Tenn., do certify that the foregoing is a true  
and bill of costs

and perfect and complete copy of <sup>the</sup> decree rendered

in the case of Bank of Cumberland Gap vs R.F. Carr

et al in said Court on Oct. 14, 1896 as appears of

record in Minute Book 8 page 261 of said Court

Witness my hand and seal of said Court, Jan. 6, 1898.

J. P. Kivitt  
Clerk & Master



Bank of Cumberland Gap

vs.

R. F. Carr et al

---

Certified Copy of de-  
cree and bill of costs

---

"g"

J O Kewitt fee for  
this copy. 500 words .50  
Cer. & Seal - .50

\$1.00

Inventory "A X"  
+  
Vouchers 25 to 31.  
with  
Statement A.B.D.



J. S. Anderson & Jas. R. Gibson Executors  
of A. H. Fulkerson Decedent.

1887

In account with. The creditors  
and Distributors of said Estate Dr  
To the following sums received since  
the 1st day of March 1897.

March 18.	For sale of Horae to George Wade	\$200
April 6.	To Aunt collected from C. F. Smith (1st Note)	4699 32.
<sup>1898</sup> Jan'y 13	" This amount interest collected from J. O. Gibson & Co on money loaned them	1750
Jan'y 17	To this amount collected from W. P. Mellon Principal & Int of his first Note	238.86
	Total amount collected since 1 <sup>st</sup> Mar <sup>1897.</sup>	\$4987 68

The above shows all collections  
made and monies received by us  
as executors since the first day  
of March 1897.

This 25<sup>th</sup> day of January 1898.

Anderson & Gibson Executors.

Anderson & Gibson Esqrs

Inventory of Colles  
trans between Morse  
15<sup>th</sup> 1897. & Jan'y 25<sup>th</sup> 1898

Morse "A. X"



\$1148.00

One day after date, I bind myself hereunto to pay  
James D. Morgan Eleven Hundred and forty eight  
dollars, for Value received and I hereby waive the  
benefit of my homestead exemption as to this debt  
witness my hand and seal, April the 1<sup>st</sup> 1891.

A. H. Fulkerson (Seal)

A. H. Fulkerson

To { note \$1148.00

J. D. Morgan

No 25.

Received of J. R. Gibson and J. S. Anderson Executors of A. H.  
Fulkerson deceased the sum of <sup>Eighty</sup> Fifteen Hundred and ~~Twenty~~  
<sup>five</sup> ~~one~~ dollars and 19 cents payment in full for the within  
note principals and interest this Augt 5 1897.

Jas D Morgan

At 1000 1/2 1897



\$873.25.

One day after date we bind ourselves jointly and severally to pay Henry J. Morgan guardian for Victoria Morgan Eight hundred and seventy three dollars and 25 cents and we each waive the benefit of our homestead exemption as to this debt Witness our hands and seals this 7th day of January 1885

A. H. Fullerton (seal)  
J. S. Morgan (seal)

Received of John R. Gibson & J. S. Anderson. Executors of A. H. Fullerton decd, the sum of Eight hundred & Seventeen & 79/100 Dollars, Payment in Full for the fore-

A. H. Fulkerson & Co.

To { ~~note of~~ \$873.25

H. J. Morgan Guaranty

No. 26.

(H.E.)

-giving note, principal & interest. Cal-  
culated upon the principal, Compounded  
-ded every year according to  
law - Aug 5, 1897.

Henry J. Morgan Guaranty  
for Victor Morgan



Mr. J. S. Anderson & J. R. Gibson *Executors for R. H. Fulkerson*  
 Rose Hill District. No. 1

To W. E. WYNN, Treasurer Lee County, Virginia, Dr.

No. P/	No. L	1897	State Tax 30 cts. on \$100	St'e sch'l tax 10 cts on \$100	Co. Levy 30 cts. on \$100	Road Tax 20 cts. on \$100	Co. sch'l tax 10 cts on \$100	Dis Schl tax 10 cts on \$100	TOTAL AMT. OF TAXES.
	Val.		<del>\$1.00</del>		50				<del>\$1.50</del>
Head Tax									
Per. Prop.	5/86	15 55	5/8	15 55	10 86	5/8	5/8	57 00	
No. Tracts									
Acres									
Lots									57 00
TOTAL									
5 per cent pen'ty									

*Nov 27 1897*  
 Received Payment *W E Wynn* Treasurer.

Anderson & Gibson  
Executors

To Tax for 1897

No "27"



S. H. Mc. Donald & Loop

1897. To H. C. Joslyn J.P. Dr  
March 11. To warrant & Judgment  
v.s. A. H. Fulkerson's Executor .50

1897. H. L. Woodward To H. C. Joslyn J.P. Dr  
March 11. To warrant & Judgment v.s. A. H. Fulkerson's Executor .50

1897. J. B. Mc. Linn To H. C. Joslyn J.P. Dr  
March 11. To warrant & Judgment v.s. A. H. Fulkerson's Executor .50

1897. C. W. Dillman To H. C. Joslyn J.P. Dr  
March 11. To warrant & Judgment v.s. A. H. Fulkerson's Executor .50

1897. Moses Wolf To H. C. Joslyn J.P. Dr  
March 11. To warrant & Judgment v.s. A. H. Fulkerson's Executor .50

\$2.<sup>50</sup> Received of Anderson & Gibson  
Executors of A. H. Fulkerson deceased  
the sum of Two dollars & <sup>50</sup>/<sub>100</sub> my  
fee in the above cases.  
This March 11<sup>th</sup> 1897.  
H. C. Joslyn J.P.

H. L. Jolyne J. P.

250

No "28"



1895

John R. Gibson and  
J. S. Anderson Executors of  
the estate of A. H. Fulkerson

To Pridemore & Sewell Dr.

To fee in making sale of  
Real estate under the will  
conducting sale, advice  
advertising &c.

Sale to General Smith for \$3000.00

" " W. P. Weston 700

\$200.00

1896

To filing petition, in Cir-  
cuit Court to allow, loan  
of Smith & Western money  
until debts could be as-  
certained - - - - -

\$100.00

To fee, in the case of Jennie  
Bayler & Kate Carr against  
them in Circuit Court, claiming  
from the estate, about \$16000.00  
involving Guardian account of  
the testator &c. &c. This fee for ser-  
vices in Court & before Commis-  
sioner - - - - -

\$500.00

Expenses 3 trips to Abingdon &  
Bristol - - - - -

\$3.00

Received the above in full.

\$503.00

Jan. 4 1898.

Pridemore & Sewell.



Pridemore & Sewell

W. J. Acct \$853.00

Gilbert & Anderson  
Expts

---

No "29."

Chk on P. V.	829.04
" " Bristol	23.76
	<hr/>
	\$852.80



Isaac S. Anderson & John R. Gibson.

Executors of A. H. Fullerton deceased

1897

To C. T. Duncanson Secy. Or

Nov 6 To services rendered for the Defend-  
ants in the case of Jennie St. Baylor  
& Sallie H. Carr, in the Chancery  
Cause of said Baylor & Carr vs  
said Gibson & Anderson as Exec-  
utors, in taking an account under  
the decree of the Circuit Court of  
Lee County Va

\$117.50

Or By cash of I. S. Anderson  
for which a receipt was given  $\frac{10.00}{\$107.50}$   
Bal - - - -

Received of I. S. Anderson and John  
R. Gibson Executors \$ One hundred and  
seven dollars and fifty cents balance  
in full of the above fee. This payment  
is made to me as of the 6<sup>th</sup> day of November  
1897. The day said decree was entered  
confirming my report in said cause  
This Thu. 24<sup>th</sup> day of January 1898.

C. T. Duncanson Secy

Settled as follows.

Cash of I. S. A.	10.00
Paid my order to Graham	25.00
" to me on my debt	82.50
	<u>\$117.50</u>



Anderson & Gibson

Excutors.  $\frac{2}{3}$  The Bill

To

C. J. Duncan Com  
                    

No. 30



J. S. Anderson + John R Gibson Exors		
of the estate of A. H. Fulkerson decd		
	To A. B. Munsey Clerk of the Circ Court Lie & va for	Dr
June 5 1896	To fil ans ads Jennie H Baylor et al	15-
	rent atty 10 fil ans of G. A. L	15-
	15- fil depos	40
	affi to ans G. A. L 25- Saving Costs &c	40
		65
		\$120

Received payment January 24<sup>th</sup> 1898  
A. B. Munsey Clerk

Aulerson + Gibson 24-

To 3 Ten bills

A.B. Munsey

No 31.



The Estate of A.H.Fulkerson deceased, Isaac S.Anderson and John R. Gibson Executors:

1898.

To C.T.Duncan, Special Commissioner

DR.

~~January~~ January. To fee for settling the account of said Anderson and Gibson as Executors of said Estate and ascertaining and reporting the debts due and owing by said Estate and the Assets belonging thereto that will be available for the payment of debts. - - - - - \$30.00

Virginia Lee County To Wit:

I, C.T.Duncan special commissioner in the Chancery cause of Jennie H.Baylor and Sallie K.Carr against I.S.Anderson and J.R.Gibson Executors &c, do certify that I was engaged at the least forty hours in taking and stating the foregoing account.

This the 28th day of January 1898.

C.T.Duncan Commissioner

Received of I.S.Anderson & John R. Gibson Executors of A.H.Fulkerson deceased thirty dollars amount in full of the above fee. This the 8th day of April 1898

C.T.Duncan Comr

C. T. Duncan loan

Receipt for \$30.00

"32"



Isaac S. Anderson + John B. Gibson. Executors  
of A. Fullerson Deceased  
To the Creditors, Legatees + Distributees of  
said Estate.

1887.

March

1. To balance in the hands of said Ex  
ecutors on the 1st day of March 1897.  
See separate settlement made before  
J. A. G. Hyatt Commissioner of Accounts.  
To Amounts received since March 1st  
1897. and up. to January 25 1898. on  
Inventory marked "A. X"

\$ 236 70

4987 68.

5224 38

Total sum received during period named  
Contra

Apr.

25. By amt paid J. D. Morgan Aug 5-1897 \$1585 19.
- 26 " " " H. J. Morgan Guard. " " " 1817 79.
- 27 " " " Taxes for 1897. Nov 27 " 57 00
- 28 " " " H. C. Joslyn. Fu bill Nov 11 " 2 50
- 29 " " " A. L. Pridmore. Atty Jan 4 1898 853 00
- 30 " " " C. T. Duncan Comr. 24 " 107 50.
- 31 " " " A. B. Manary. Fu bill 1 20
- " 10 per cent com. on \$236.70. bal of per  
sonal fund on hand March 1. 1897. 2367.

By 5 per cent com. on \$4987.68 fund  
arising from land sales. Received this year 249 39.

By This sum unaccounted to square 527 14 5224 38

1898

March

- 1 To this sum unaccounted on the  
1st day of March 1898 as above.

\$527.14

- By amt paid C. T. Duncan Comr.  
for making this settlement and  
32. Statements. Reports &c  
Bal unaccounted for

30 00

\$497.14



J. S. Anderson & J. R. Gibson  
Executors.

To  $\frac{2}{3}$  Settlement of Account

His & creditors & Dis  
Tributes of A. H. Hallman

"A. B. D"



Copy

\$300- One day after date I bind  
myself to pay C. F. Smith Three  
hundred dollars for Value  
received waiving my write to  
the homestead as to this debt  
Witness my hand & seal Dec 14/89,  
Witness

V. P. Carter (Signed) A. H. Fulkerson Seal

C. F. Smith

75-  $\frac{4}{3}$  note

A. H. Falkner

"f"



A list of debts still due and owing by the estate of A. H. Hulmean deceased, with interest calculated down to the 1st day of March 1898. showing the amount due each creditor, and the priorities.

A.

1. Judgement in favor of Jennie H. Baylor, rendered by the Circuit Court of Lee County, on the 5<sup>th</sup> day of November 1897. in the Chancery cause of Jennie H. Baylor & Sallie H. Carr against S. S. Anderson & John R. Gibson Executors & others with interest from the 18<sup>th</sup> day of September 1882. till paid, subject to a credit of \$73.<sup>00</sup> paid on the 20<sup>th</sup> day of September 1882. Balance lost date. \$427 16.  
Interest on same to March 1<sup>st</sup> 1898 396 61.  
Add cost as taxed by Clerk. 2 04. \$825.81

"B."

2. Note to C. E. Baylor due at "one day and executed on the 1<sup>st</sup> day of January 1889. Subject to the following credits, to wit, \$142.09. paid Jan'y 1<sup>st</sup> 1896 and \$48.00 paid June 18<sup>th</sup> 1896. Balance lost date. 24.21.  
Interest to March 1<sup>st</sup> 1898 248. \$26.69

"C."

2. Note to C. E. Baylor executed on the 1<sup>st</sup> day of January 1886. and due at 1 day \$75 30  
Interest on same to Mar. 1<sup>st</sup> 1898 54.97. \$130.27

D.

2. Note to C. E. Baylor executed on the 8<sup>th</sup> day of September 1882. due at 1 day \$200 00  
Interest to March 1<sup>st</sup> 1898 185 72 \$385.72

E.

2. Note C. E. Baylor executed on the 9<sup>th</sup> day of November 1887. due at 1 day \$250 00  
Interest to March 1<sup>st</sup> 1898. 154 62 \$404 62



Amount Brought forward.

F.

2 Note to E. Baylor executed on 2 day of February 1888 and due at 1 day Interest to March 1st 1898. \$231.71 209.57 \$441.28

G.

2 To Jagt. due to E. Baylor Assignee of Moses R. Wolfe with Interest from Dec 1st 1895. \$58.92. 7.95 \$66.87

H.

2 Note to H. J. Morgan executed April 1st 1891. and due at "one" day Interest to the 1st day of March 1898. \$1339.19 555.76 \$1894.95

I.

2 Judgt of the Chancery Court of Blair County Tenn. in favor of the Bank of Cumberland & Safe rendered on the 12 day of October 1896. \$1285.50 101.29. 14.00 \$1330.79

J.

2 Note to C. F. Smith executed on 14th day of December 1891. and due at 1 day Interest to March 1st 1898. 300.00 111.75 \$411.75

K.

2 Note to Jno D Morgan executed October 1st 1888. due at "one" day Interest to March 1st 1898. 18.00 10.08 \$28.08

L.

2 Jagt in favor of M. Lowndes & Loop with Interest from Febr 15th 1896 Interest to March 1st 1898. \$7.00 85- \$7.85

M.

2 Jagt. in favor of H. L. Woodward with Int. from Jan 1 1896. \$2.00 26 \$2.26



Amount Br't for word

"A."

2.	Jagt. in favor of Geo W. Dillman with Interest from Jan'y 1 1896	\$ 25 50	
	Interest to March 1st 1898	3 31	\$ 28 81

"O"

2	Jagt. in favor of J B. McLin with Interest from Jan'y 17 1896	20 96.	
	Interest to March 1st 1898.	2 67	\$ 23.63

"P"

2	Account in favor of N. L. Callahan due March 20 <sup>th</sup> 1896.	3.20	
	Interest to March 1st 1898.	37.	3.57

"Q."

2.	Bal of Account in favor of D. L Hofe. due March 1st 1896.	.98.	
	Interest on same to March 1 1898.	12.	1.10

"R"

3.	Bequest in favor of Henrietta E. Beatty daughter of the Testator A.H. Hulme to be paid out of the estate directed to be sold for the payment of debts, which was mainly lands which were sold on the 20 <sup>th</sup> day of April 1896.	\$ 300 00	
	Interest to March 1st 1898.	33 50	\$ 333 50
	Total Amount of Indebtedness.		6347 55.



A. H. Hullerson Dec

To 1/2 A list of debts  
1/2 Still due.

Creditors

"A B E"



Recapitulation of the indebtedness of A. H. Fullerton  
showing the amount of principal, and the amount  
of interest of each debt, &c.

		Principal.	Interest.	Total.
1	Jennie H. Baylor.	\$427.16.	\$398.65	\$825.81
2.	C. & Baylor 5 Notes & Jdyt.	840.14	615.31	1455.45
3	H. J. Morgan Note.	1339.19	555.76.	1894.95
4	Bank of Cumberland Gap.	1215.50	115.29.	1330.79
5	C. F. Smith Note	300.00	111.75	411.75
6	Jno D Morgan "	18.00	10.08	28.08.
7	McDonald & Hoops. Jdyt.	7.00	85	7.85
8	H. L. Woodward "	2.06	26.	2.26.
9	Geo W. Dellman "	25.50	3.31.	28.81
10	J. B. McLean "	20.96	2.67.	23.63.
11	A. L. Callahan Apr	3.20	37	3.57
12	D. L. Wolfe "	98.	12.	1.10
13	Murphy & Beatty Legacy	300.00	33.50.	333.50.
	Totals.	\$4499.63.	\$1847.92.	\$6347.55.



Supplemental State  
ment and Recapitulation  
of Debts

"A B H"



**VIRGINIA--LEE COUNTY, TO-WIT:**

TO Any Constable of said County:

I HEREBY COMMAND YOU TO SUMMON

J. S. Anderson & J. R. Gibson Executors of A. H. Fulkerson decd

If to be found in your District to appear at Jonesville in said county, on the 11<sup>th</sup> day of March 1897 before me or such other Justice of the said County, as may be thereto

try this warrant, to answer complaint of J. B. McLean

and upon a claim for money not exceeding \$100, exclusive of interest, to-wit: For the sum of \$ 20.96 due by Account, and then and there make return of this warrant,

Given under my hand the 10<sup>th</sup> day of March 1897 H. C. Foslyn J. P.

J. B. McLean  
Against J. S. Anderson & J. R. Gibson Executors of A. H. Fulkerson decd  
On the 11<sup>th</sup> day of March 1897 (In debt.) At Jonesville in said County.  
JUDGMENT, That the Plaintiff recover of the Defendant \$ 20.96, with interest thereon from the 7<sup>th</sup> day of Jan 1896, till paid, and \$ 57 for costs.

H. C. Foslyn, J. P.

VIRGINIA--Lee County, To-wit: To \_\_\_\_\_ Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of.....

\_\_\_\_\_, in your county, you cause to be made the sum of \$..... with interest thereon from the..... day of..... 18, till paid, which.....

\_\_\_\_\_ has recovered before \_\_\_\_\_

warrant in debt, and also the sum of \$..... which were adjudged to the said.....

\_\_\_\_\_ for costs in prosecuting said warrant.

Given under my hand the..... day of..... 18 :

\_\_\_\_\_ J. P.

J. B. McLain  
vs. 3 Warrant  
J. S. Anderson &  
J. R. Gibson  
Executors of A. H.  
Faulkerson decd.

---

We hereby accept  
legal service of  
the within, and  
waive the five  
days notice allowed  
by law, and  
Confess Judgment  
for \$20.26 and interest  
from Jan 7<sup>th</sup> 1896.  
This March 11<sup>th</sup> 1897.

Isaac S. Anderson &  
J. R. Gibson J<sup>r</sup> Ex<sup>rs</sup>  
of A. H. Faulkerson's  
Will

J. P. Fee 50 cts  
Paid by Executors



~~Copy~~

\$18<sup>00</sup> One day after date I promise  
to pay John D Morgan  
Eighteen Dollars for Value  
Received witness my hand &  
Seals  
Oct. 1, 1888. (Signed) A. H. Fulkerson

John D Morgan

vs 3 note

A. H. Fulserson

"K"



A list and summary of Assets, belonging to said Estate of A. H. Fulkerson, uncollected, but solvent and which will be available for the payment of debts when collected.

1	Note of William P. Weston, executed on the 20 <sup>th</sup> day of April 1896 and due on the 20 <sup>th</sup> day of April 1898. being the second installment of the purchase price of the land purchased by him, which note bears interest from date	\$ 216.66.	
	Interest on same, to March 1 <sup>st</sup> 1898.	2419	\$ 240.85-
2.	Note of same of like kind due April 20 <sup>th</sup> 1899. being Weston's 3 <sup>rd</sup> note	216.66	
	Int on same to March 1 <sup>st</sup> 1898	2419	240.85-
3.	Note of C. H. Smith executed on the 20 <sup>th</sup> day of April 1896. and due April 20 <sup>th</sup> 1898 being second installment of the purchase price of the land purchased by him bearing Int from date	4433.33.	
	Interest on same to Mar 1. 1898.	49505	4928.38
4	Note of same of like kind due April 20 <sup>th</sup> 1899, being Smith's 3 <sup>rd</sup> note	4433.33	
	Int to March 1 <sup>st</sup> 1898.	49505	4928.38
	Total amount of principal & Int due the estate from Land Sales,		\$ 10338.46
	There is still in Admrs. Hands.		527 14
1898. March 1	Total assets of said estate available		\$ 10865.60
	Total indebtedness of said Estate March 1 <sup>st</sup> 1898.		6347 55-
	Bal after payment of debts.		\$ 4518 05-

In This statement no allowance is made for costs or commissions.



Statement of Assets

belonging to the estate of  
A. H. Fullerton. Decd.

"A. B. G."



S. S. Audern and J. R. Gibson  
 Executors of the last Will and Testa-  
 ment of A. H. Fullerton deceased, in  
 account with the creditors, legates,  
 and distributees of said estate

1898  
 March 1.

To This sum in said Executors  
 hands unaccounted for on the 1st

day of March 1898. see Statement A B D \$ 447 14

To This sum received by said  
 said Executors for the year 1898  
 after March see Inventory "B X"

5208 97.

Total receipts for 1899.

\$ 5706 11

By 5 per cent commission on

\$ 5208.97 Receipt for the year. 260 44

33 By amt paid H. J. Morgan May 20 1905 88

34 " " " J. D. Morgan, Aug 1. 28 53.

35 " " " H. L. Woodward " 1. 2 31.

36 " " " M. Donald & Co. " 8 02

37 " " " J. B. McKim Aug 1 24 15

38 " " " Harrietta E. Beatty " 5. 341 35

39 " " " Bank of Iowa. Apr. 10 1338 49.

40 " " " L. E. Baylor " 24 1479 83.

41 " " " A. L. Callahan " 1. 3 65

42 " " " W. E. Hyatt Treas. Texas 1898 118 20

Amounts carried over.

\$ 5510 85 5706 11



1898.	To amt brat forward		\$5706 11
	By " " "	5570 95	
43.	" " paid Junior H Baylor Dec 19	881 69	
	To amt over paid to square.		686 43.

1899		<del>\$6392 54</del>	<del>\$6392 54</del>
------	--	----------------------	----------------------

	To amt received during the		
	Year 1899. Sup. Davidson "B 7"		5749 71.
	By amt over paid last year.	686 43.	
	" 5 percent loan on \$5749. 71.	287. 48	
44	" Amt paid C. H. Smith Note Apr 20	432 30	
45	" " " A L. Pridmore Atty.	276 40	
46.	" " " Ida J. Fullerson Atty		
	Fee for P. G. Fullerson Atty & C. A L	250 00	
47	By amt paid Ida J Fullerson widow	150 00	
48	" " " " Same "	200 00	
49	" " " " Same "	143 40	
50	" " " " A B. Murrey fee bill	2 84.	
51	" " " " W. B. Hyatt Trees Tax for 1899	42 59.	
52.	" " " " L. E. Thompson "Compromise"	4 00.	
53.	" " " " C. T. Duncan loan		
	for making this settlement & report	20 00	
54.	By amt paid balance of Judgt.		
	in favor of Geo Dillman assigned		
	to Mrs Ida J Fullerson	15 49.	

	Amount carried forward	2511 43.	\$5749 71
--	------------------------	----------	-----------



To amt frat forw'd			\$5749 71
197 amt brot forward	\$2511 43.		
<u>This sum unaccounted for to square</u>	3238 28		5749 71

1899.

Nov 6.	To This sum unaccounted		\$238 28
--------	-------------------------	--	----------



Auderson & Gibson 2/25

Settlement of Account

"B D C"



An Inventory of Amounts received by  
said Audman & Gibson Executors for  
the year 1899.

To amt received of H. P. Weston his Third  
and last note due April 20<sup>th</sup> 1899 but paid before  
due. Say Jan'y 1<sup>st</sup> 1899 250 32.

To amt received from James H. Baylor  
his part of costs in the case of Baylor  
& Carr vs said Executors Jan'y 1/99 85 89

To amt received of Sallie K Carr her costs 85 89.

" " " " L. F. Smith his third  
note due April 20 1899. 52 31 30

To amt received from National  
Bank of Bristol for Interest Nov 1. 99. 96 31.

\$5749 71

Anderson & Gibson Executors  
Inventory

"B 4"



# VIRGINIA--LEE COUNTY, TO-WIT:

TO Any Constable of said County:

I HEREBY COMMAND YOU TO SUMMON J. S. Anderson & J. R. Gibson, Executors of A. H. Fulkerson Decd

If to be found in your District to appear at Jonesville in said county, on the 11<sup>th</sup> day of March 1897 before me or such other Justice of the said County, as may be thereto

try this warrant, to answer complaint of Geo W. Dillman

and upon a claim for money not exceeding \$100, exclusive of interest, to-wit: For the sum of \$25.50 due

by Account, and then and there make return of this warrant,

Given under my hand the 11<sup>th</sup> day of March 1897.

H. C. Foslyn J. P.

Geo W. Dillman  
Against J. S. Anderson & J. R. Gibson, Executors of A. H. Fulkerson Decd

On the 11<sup>th</sup> day of March 1897  
(In debt.)

At Jonesville in said County.

JUDGMENT, That the Plaintiff recover of the Defendant \$ 25.50 with interest thereon from the

1<sup>st</sup> day of Jan 1896, till paid, and \$ 5.00 for costs.

H. C. Foslyn, J. P.

VIRGINIA--Lee County, To-wit: To \_\_\_\_\_ Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of.....

\_\_\_\_\_, in your county, you cause to be made the sum of \$..... with interest thereon from the..... day of..... 18, till paid, which.....

\_\_\_\_\_ has recovered before \_\_\_\_\_

warrant in debt, and also the sum of \$..... which were adjudged to the said.....

\_\_\_\_\_ for costs in prosecuting said warrant.

Given under my hand the..... day of..... 18 :

Am't - 13.00  
Subt. 2.01  
15.01

J. P

subject to a credit of \$12.50 from 1st 1896.

to assign the within judgment on &  
Mrs. Ida S. Fulkerson without cost or  
on our side in Law or equity.  
This was 13<sup>th</sup> 1897.

" 7<sup>5</sup> "

G. W. Dillman

G. W. Dillman  
vs. 3 Warrant

I. S. Anderson &  
J. R. Gibson. Executors  
of A. H. Fulkerson decd.

---

We hereby accept  
legal service of the  
within, and waive  
the five days notice  
allowed by law, and  
confess judgment for  
\$25.50 and interest from  
June 1<sup>st</sup> 1896. Subject  
to a credit of \$12.50  
as of Jan 1<sup>st</sup> 1896.  
This March 11<sup>th</sup> 1897.

Isaac S. Anderson &  
J. R. Gibson Executors  
of A. H. Fulkerson's will

" 64 "

J. P. Fee .50 cts  
Paid by Executors.



An Inventory of Amounts received by J. S. Anderson & John R. Gibson Executors of the last will and testament of A. H. Fullerton Dec 1898 Since the 1<sup>st</sup> day of March 1898.

Apr 20 <sup>th</sup>	To amt received from C. H. Smith on his second note for land Apr 20 <sup>th</sup> 1898	\$4965 82.
May 18 <sup>th</sup>	To amt received from H. P. Weston on his second note for land May 18 <sup>th</sup> 1898	243 68-
	Total received for year 1898.	\$5208 97

24.0000  
Audubon & Gibson

Inventory of

"Box"



\$1339.19

One day after date, I bind myself here to pay Henry J Morgan Thirteen Hundred and Thirty nine dollars and nineteen cents for value received, and I hereby waive the benefit of my homestead exemption as to this debt, witness my hand and seal this April 1-1891.

A. H. Peterson seal

April 20/898.

Received of John R. Gibson & D. S. Anderson, Executors  
of A. H. F. Johnson Decd. Nineteen hundred & five & <sup>80</sup>/<sub>100</sub>  
Dollars (\$1905.<sup>88</sup>) which is payment in full of the  
within note principal & interest to date -

Henry J. Morgan

A. H. F. Johnson

To { note #1039.19

H. J. Morgan

"33"



There is 9.00 in bank and  
3.00 in month's interest on  
that note which is 10.00  
Principal 10.00  
28.00

\$18. One day after date I  
promise to pay John D.  
Morgan eighteen dollars  
for value received witness  
my hand and seal  
Oct 1<sup>st</sup> 1888 A.H. Fulkerson.



A. H. Tulkerson

Loz Note

\$18.00

## Powell's Valley Bank,

Capital, - \$25,000.00  
 Surplus - - 3,000.00  
 Undivided Profits, 7,000.00

Jonesville, Va. .... 189

Received of J. S. Anderson of John R. Gibson Agent  
 of A. H. Fickens died Twenty Eight dollars  
 + 50 cents payment in full, for the above note  
 hereto attached, this Augt 1 1898

John D. Morgan by  
 Henry J. Morgan



John D. Morgan.

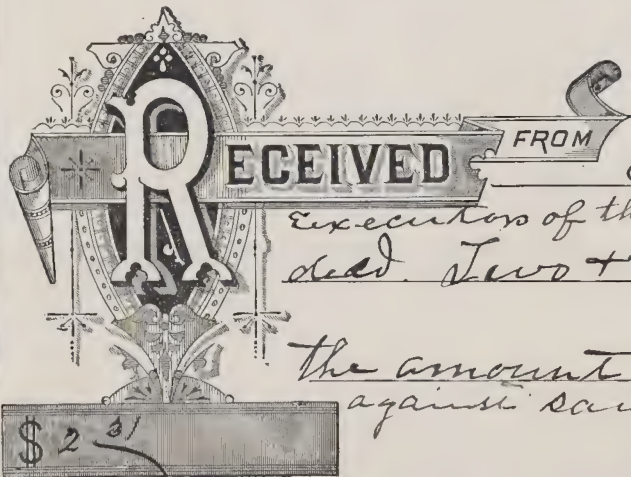
To { Receipt \$28.53

Richardson & Gibson Exrs

Aug 1 1898

"34"

J. O. Gibson & Co.



Jonesville, Va., August 1<sup>st</sup> 1898

J. S. Anderson + J. R. Gibson  
Executors of the last will and Testament of A. H. Fulkerson  
decd. Two + <sup>3</sup>/<sub>100</sub> ————— Dollars

The amount in full due me on judgment  
against said estate

H. L. Woodward,



H. L. Woodward

27 Dec 23

Anderson T. L.

# VIRGINIA--LEE COUNTY, TO-WIT:

TO Aug Constable of said County:

I HEREBY COMMAND YOU TO SUMMON

J. S. Anderson & J. R. Gibson Executors of A. H. Fulkerson decd

If to be found in your District to appear at Jonesville in said county, on the 11<sup>th</sup> day of March 1897 before me or such other Justice of the said County, as may be thereto

try this warrant, to answer complaint of Ab. L. Woodward

and upon a claim for money not exceeding \$100, exclusive of interest, to-wit: For the sum of \$ 2<sup>00</sup> due by Account, and then and there make return of this warrant,

Given under my hand the 10<sup>th</sup> day of March 1897.

Ab. L. Forslyn J. P.

Ab. L. Woodward  
Against J. S. Anderson & J. R. Gibson Executors of A. H. Fulkerson decd.

On the 11<sup>th</sup> day of March 1897.  
(In debt.) At Jonesville in said County.

JUDGMENT, That the Plaintiff recover of the Defendant \$ 2<sup>00</sup>, with interest thereon from the

1<sup>st</sup> day of June 1896, till paid, and \$ 50 for costs.

Ab. L. Forslyn, J. P.

VIRGINIA--Lee County, To-wit: To \_\_\_\_\_ Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of \_\_\_\_\_

\_\_\_\_\_, in your county, you cause to be made the sum of \$ \_\_\_\_\_ with interest thereon from the \_\_\_\_\_ day of \_\_\_\_\_ 18 \_\_\_\_\_, till paid, which \_\_\_\_\_

\_\_\_\_\_ has recovered before \_\_\_\_\_

warrant in debt, and also the sum of \$ \_\_\_\_\_ which were adjudged to the said \_\_\_\_\_

\_\_\_\_\_ for costs in prosecuting said warrant.

Given under my hand the \_\_\_\_\_ day of \_\_\_\_\_ 18 \_\_\_\_\_

J. P.



H. L. Woodward  
vs. 3 Warrant  
J. S. Anderson & R.  
Gibson. Executors  
of A. H. Fulkerson decd

---

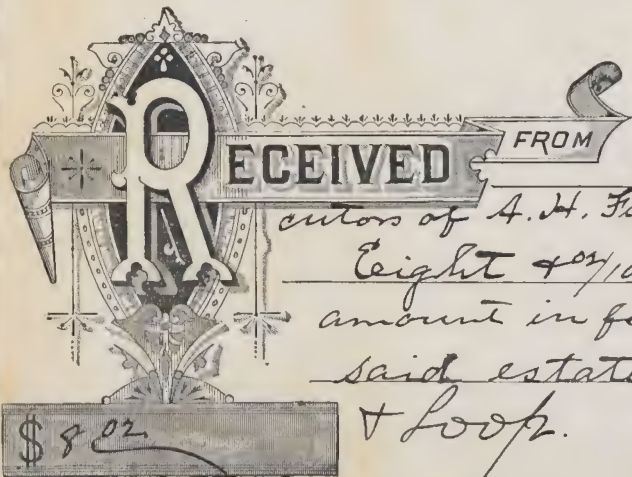
We hereby accept  
legal service of the  
within. and waive  
the five days notice  
allowed by law. and  
confess judgment  
for \$200 and interest  
from Jan 1<sup>st</sup> 1896.  
This March 11<sup>th</sup> 1897.

Isaac S. Anderson  
J. R. Gibson J<sup>rs</sup>  
of A. H. Fulkerson's  
Will

"35"

J. P. Lee 50 cts  
Paid by Executors

J. O. Gibson & Co.



Jonesville, Va., August 1-1898

J. S. Anderson & J. R. Gibson Executors of A. H. Fulkerson's will

Eight  $\$8\frac{02}{100}$

Dollars

amount in full due us on judgment against said estate in favor of D. H. McDonald & Loop.

George M. B. [Signature]  
Attorney.



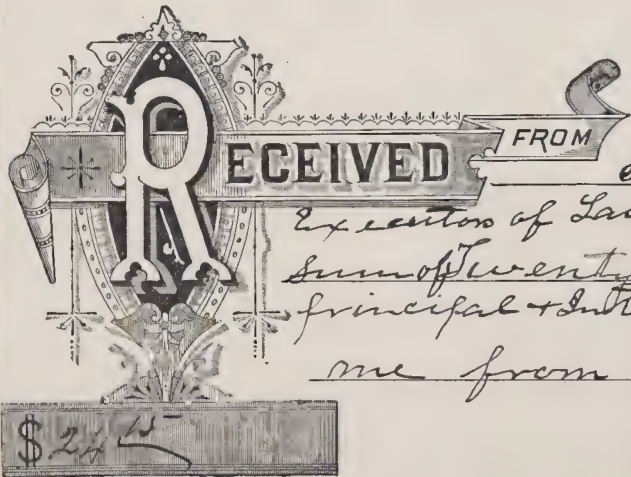
McDonald & Loop 812

McDonald & Loop

To Diet 8 02

Anderson & Gibson

"36"



Jonesville, Va., August 1<sup>st</sup> 1898

J. S. Anderson & J. R. Gibson  
 Executors of Last will of A. H. Fulkerson decd the  
 sum of Twenty four & 15/100 **Dollars**  
 principal & interest in full of judgment due  
 me from said estate

J. M. W. Line  
 By J. M. W. Line



J. B. McLin  
To { Recd 24<sup>18</sup>  
Anderson & Co.

"37"

Pridemore & Sewell,  
Attorneys at Law,  
Jonesville, Lee County, Va.

Jonesville, Va., \_\_\_\_\_ 189

Received of Anderson & Gibson ex-  
ecutors of the last will and testament  
of A. H. Fulkerson deceased, being  
my Legacy in full and interest to  
Aug 3<sup>rd</sup> 1898, as set forth in said will  
This Aug 11<sup>th</sup> 1898.

Henrietta E. Beaty



Huntley & Beatty

To } Recd

Anderson & Gibson

"38"

CAPITAL \$ 35,000??

# Bank of Cumberland Gap.

E. H. Quillen, President. A. B. Hester, Vice Pres.

J. H. Quillen, Cashier.

Cumberland Gap, Tenn. 8-10. 1898

Andrew Gibson Esq.  
Jousselle &  
Gentlemen.

We by to acknowledge  
receipt of your check for  
\$1338<sup>49</sup>/<sub>100</sub> in settlement of judgment  
of Bank of Cumberland vs A. B. Hester.  
I also hand you Receipt of  
The Com. for costs \$14<sup>00</sup>/<sub>100</sub>

Yours truly,  
J. H. Quillen



Bank of Canada  
Dep't Receipt  
\$1338.49  
To A. & G. E.

---

'39'

\$200<sup>00</sup>/<sub>100</sub>

Sept 8 1882

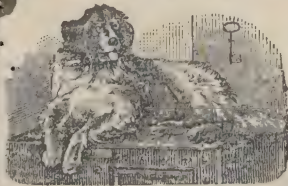
One day after date I promise to pay to the order of ~~DAUGHERTY~~

**BAYLOR,** Two Hundred<sub>100</sub> Dollars, for value received, and I hereby

wave the benefit of my Homestead and personal property  
exemptions as to this debt.

Witness my hand and seal.

A. H. Fullerton (Seal)



No 100

LEE SENTINEL PRINT.

(SEAL.)



\$ 75 <sup>30</sup>/<sub>100</sub>

One day after date I promise to pay to the order  
of Chas E Baylor  
Seventy five Dollars and 30 Cents  
for value received, and I hereby waive the benefit of my homestead exemption as to  
this debt. Witness my hand and seal this 1<sup>st</sup> day  
of January, 1886. A. H. Fulkerson [SEAL]



LEE COUNTY SUN JOB OFFICE.

[SEAL.]

\$ 50 100



No.

10th day after date I promise to pay to the order of

CHAS. E. BAYLOR,  
Two Hundred and fifty <sup>1</sup> Cash 100 DOLLARS,

for value received, and I hereby waive the benefit of 100 homestead  
and personal property exemptions as to this obligation.

Witness my hand and seal 10th day of 10th 188

J. H. [unclear] [SEAL.]

[SEAL.]



Pl to the Estate, &  
by C. J. Baylor

\$231<sup>74</sup>

One day after date I promise to pay

to the order of Daugherty T Baylor

Five hundred Thirty one -  $\frac{74}{100}$  Dollars, for value received, and  
herely waive the benefit of My Homestead and personal property exemptions  
as to this obligation.

Witness my hand and seal this 20<sup>th</sup> day of


Feb, 1883.

A. H. Fullerson (SEAL.)

No.

"Lee County Sentinel" Print.

(SEAL)

 One day after date I promise to pay to the order  
of Christy McCoy

One Hundred forty nine Dollars 58 cents for

value received, and hereby waive the benefit of my homestead exemption, as  
to this debt. Witness my hand and seal this 1st day of July, 1889

A. H. Fulkerson (Seal.)

\_\_\_\_ (Seal.)



Jan 10<sup>th</sup> 1896  
br This sum Bal  
due on a/c 142.<sup>00</sup>/<sub>100</sub>

June 13/96  
br by Anderson &  
Gipson for Funeral  
Expense \$ 48.<sup>00</sup>/<sub>100</sub>

J. O. GIBSON.

C. B. GIBSON.

J. R. GIBSON.



ESTABLISHED 1875.

J. O. GIBSON &amp; CO.

GENERAL MERCHANDISE.

Dry Goods, Clothing &amp; Millinery a Specialty

JONESVILLE &amp; PENNINGTON, VA.

Jonesville, Va., ..... 189

Bal. due on note for	149.58	=	\$ 27.39
Chk. due " "	75.30	=	132.43
" " "	200.00	=	391.53
" " "	250.00	=	411.87
" " "	231.71		448.04
" " on walf acct.			68.57

---

\$ 1479.83



Received of J. S. Anderson and  
J. R. Gibson Executors of the last  
will and testament of A. H. Fulkerson  
deceased, the sum of fourteen  
hundred and seventy nine dollars  
and eighty three cents, in full of  
the principal and interest - to this  
date, on the following notes  
and judgment in favor of C. E.  
Baylor against the estate of A. H.  
Fulkerson deceased:

1. note dated January 1<sup>st</sup> 1889, and due  
one day after date for  $\$149\frac{58}{100}$ , subject  
to a credit of  $\$42\frac{09}{100}$  as of January 1<sup>st</sup> 1896,  
and to a credit of  $\$48^{00}$  as of June 13<sup>th</sup> 1896.

1 note dated January 1<sup>st</sup> 1886 and due  
one day after date for  $\$75\frac{30}{100}$ .

1 note dated September 8<sup>th</sup> 1882 and due  
one day after date for  $\$200^{00}$ ,

1 note dated November 9<sup>th</sup> 1887, and due  
one day after date for  $\$250^{00}$ .

1 note dated February 2<sup>d</sup> 1883, and due  
one day after date for  $\$231\frac{71}{100}$ .

1 ~~note~~ judgment assigned to C. E. Baylor,  
by M. R. Wolfe for  $\$58\frac{92}{100}$  with interest  
thereon from December 1<sup>st</sup> 1895.

This the 24<sup>th</sup> day of August 1898.

C. E. Baylor.  
By B. H. Sewell, atty.

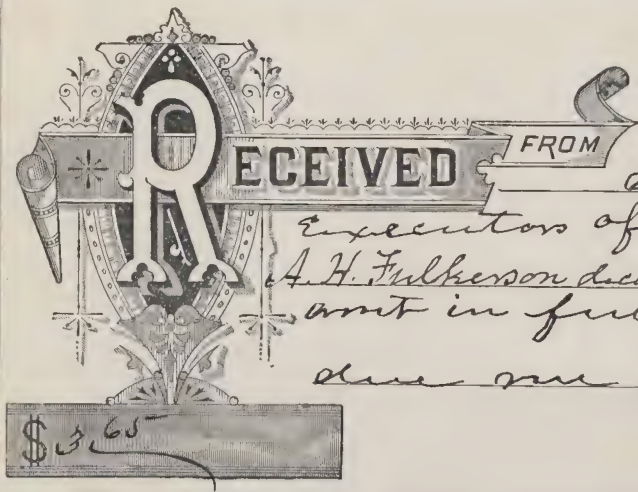
Anderson & Gibson Exo  
From Recd \$1479.83

to E. Baylor.

"40"



J. O. Gibson & Co.



Gonesville, Va., August 1<sup>st</sup> 1898

J. S. Anderson & J. R. Gibson  
Executors of the last will and Testament of  
A. H. Fulkerson due the sum of Three & 65/100 — **Dollars**  
out in full principal and interest  
due me on account from said estate.

N. J. Callahan

N. L. Ballinham

To } Recd 365-

Anderson & Gibson

---

"41"



Executors for A. H. Fullerton.

Mr. S. Anderson & J. R. Gibson — Rose Hill District. No. 1.

To W. E. WYNN, Treasurer Lee County, Virginia, Dr.

No. P / No. L 2 1893		State Tax 30	St'e sch'l tax	Co Levy 25	Road Tax 25	Co. sch'l tax	Dis Schl tax	TOTAL AMT.	
		cts. on \$100	10 cts on \$100	cts. on \$100	cts. on \$100	10 cts on \$100	10 cts on \$100	OF TAXES.	
Head Tax	Val.	<u>21.00</u>		<u>50</u>				<u>21.50</u>	
Per. Prop.	10449	31	35	17	45	26	62	26	12 10 45
No.	Tracts								
	Acres								
Lots									
TOTAL								or	114.94
5 per cent pen'ty									49.69
									65.25
									3.25
									68.50

June 20 1893  
Received Payment

W. E. Wynn  
Treasurer.

Received of Anderson & Gibson Exrs  
of A. H. Fulkersons will. Forty nine dollars  
and sixty nine cents on Taxes due  
from said Fulkersons Estate for  
year 1898. This for 30<sup>th</sup> 1898.

W. E. Lynn

Treas Lee  
County  
Va



W. E. Wynn,

Treasurer of Lee County,

Jonesville or Ewing N.C.,

189

942

W. E. Wynn Treas  
Paid  
\$4969  
\$6851  
\$11820  
\$11898

\$300 One day after date I bind myself to  
pay C. F. Smith three hundred dollars for  
value received, waiving my right to  
the home stead as to this debt witness  
my hand and Seal Dec. the 14<sup>th</sup> 1891  
Witness  
V. P. Carter. A. H. Falkner Seal



"44"

C. H. Gibson

To 1 Note

C. H. Smith

Received of Anderson Gibson Four hundred and  
thirty two dollars and thirty cents the amount  
principal and interest due on with note this  
Apr 20<sup>th</sup> 1899.

C. H. Smith

One day after date I bind  
myself to pay Jerry H. Falkerson  
five hundred dollars for val,  
Received witness my hand and  
seal Sept 18<sup>th</sup> 1882

A. H. Falkerson Seal



Sept 20<sup>th</sup> 1882 credit by Cash 73.

James H. Reynolds  
note for  
\$500.00

A. H. Fullerton

Received of J. S. Anderson and  
J. R. Gibson Executors of the last will  
and Testament of A. H. Fullerton  
deceased, the sum of eight hundred  
and eighty one dollars and sixty  
nine cents in full of the amount  
principal, interest and Cost to date,  
recovered by Jennie H. Baylor  
by decree rendered in her  
favor, on the 5<sup>th</sup> day of November  
1897, by the Circuit Court for Lee  
County Virginia, in the Chancery  
Cause of Jennie H. Baylor and Sallie  
K. Carr vs Isaac S. Anderson and John  
R. Gibson Executors, and which said  
decree was affirmed by the Court of Appeals of Virginia,  
This the 19<sup>th</sup> day of December 1898,  
B. H. Sewell,  
of Counsel for Jennie H. Baylor



B. H. Sewell Atty  
for J. H. Baylor et al  
To { Recd 881 69  
Anderson & Gibson Esrs

"43"

Wiston. mung	\$238.32
Anderson & Gib	356.06
J. O. G. & Co. Ch	118.53
	<u>709.91</u>
Costo collect	171.78
	<u>\$881.69</u>

J. O. Gibson & Co.



Jonesville, Va., May 1 1897

J. I. Anderson of R. Gibson executors of  
A. H. Fulkersons will, two hundred and ~~seventy~~ six dollars  
and 40 cts. \$176.40 in check of this date and \$25.00 **Dollars**  
heretofore paid me as expenses to Court of appeals about  
June 7. 1898. Being my fees & expenses in full to  
Court of appeals in case of Fulkersons & sons & them  
as executors. They having paid my check to H.  
Fulkerson for \$75.00 making on all \$276.40. We file  
in full.

FROMAN 3000, T. H. N. 10 & 172 CHAMBERS ST., N. Y.

A. L. Anderson  
att'y for exrs.



of this receipt there  
was paid June 7. 98, 25.00  
Same time to J. H. Hallow 75.00

~~"48"~~

"45"

A. L. Bridgman  
J. J. Rice  
Anderson & Gibson

~~"46"~~

May 16 1899

Receipt of J. R. Gibson &  
J. S. Anderson Executors of  
the Estate of A. H. Sullivan  
deced., the sum of two hundred  
and fifty dollars. This  
amount is paid Mr. P. J. Full  
erton for legal services  
in the case of Carr and Bayler  
against the Estate of A. H. Sullivan  
deced.

Edw. L. Sullivan



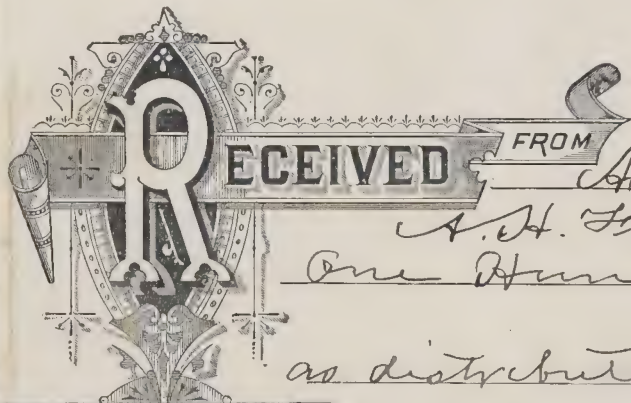
~~47~~

"46"

Ida I. Fuessman  
To Rept \$250.  
A. & S.

"47"

J. O. Gibson & Co.



\$150<sup>00</sup>

Jonesville, Va., Apr 24<sup>th</sup> 1897

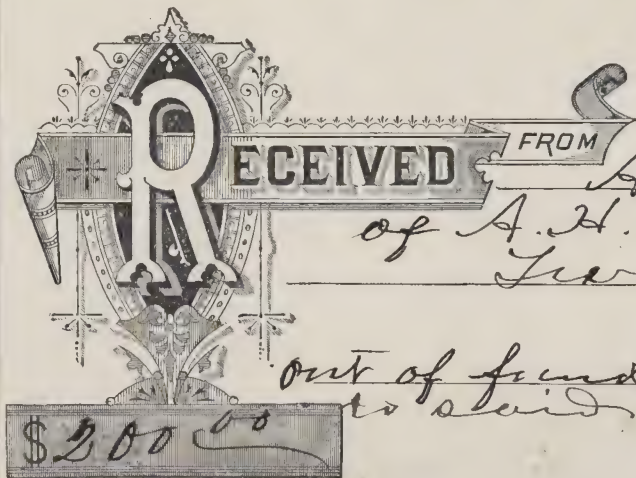
Anderson & Gibson Exrs of  
A. H. Fulkerson will  
One Hundred and fifty **Dollars**  
as distributee of said estate.

Edw. Fulkerson



~~"#5"~~  
"47"

~~#~~



Jonesville, Va., June 24 1897

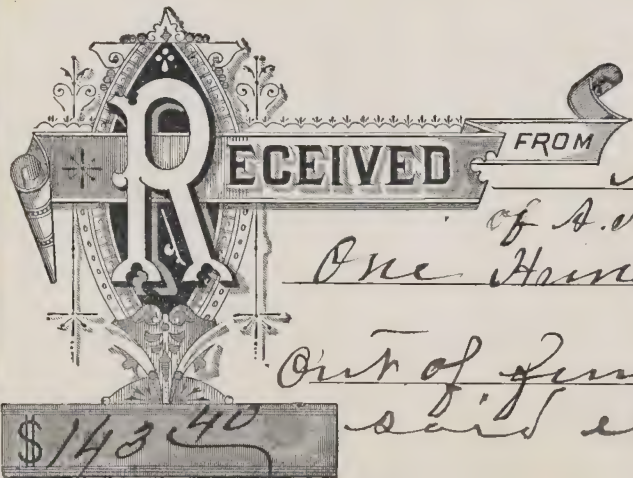
Anderson & Gibson Exrs  
of A. H. Fulkerson's will  
Two Hundred DOLLARS

out of funds due their hands belonging  
to said estate

Ida J. Fulkerson



"48"



Jonesville, Va., Sept 8<sup>th</sup> 1897

Anderson & Gibson Executors  
of A. H. Fulkersons will  
One Hundred forty three & 4/100 Dollars  
Out of fund in their hands due  
said estate.

Sam J. Fulkerson



Ida I. Filkerson

To }

143. 40

Anderson & Gibson

"49"

1897. Anderson & Gibson Exers

Nov Term	To A.B. Munsey Clerk Circ Court Lee Co Va	Cr	Dr
"	Docketing & parte petition 18		18
	Ent atty 1d Continued 36		46
Mar Term 1898	Continued 36 June Term 1898 Continued 36		72
Nov Term "	Continued 36 March Term 1899 Contd 36		72
Nov "	1899 Decree final 36 Taxing Costs &c 70		76
			<u>\$2.84</u>

Received payment in full from  
Anderson & Gibson Exers. This Nov 4<sup>th</sup> 1899  
A.B. Munsey Clerk



Anderson & Libron &

Fee bill #284

'50"

24 1984  
22.03

Mr. J. S. Anderson & R. G. Gubern *admiral* A. H. Fullerton  
Rose Hill District. No. 1.

To E. S. FLANARY, Treasurer Lee County, Virginia, Dr.

No. P / No. L	21899	State Tax 30 cts. on \$100	St'e sch'l tax 10 cts on \$100	Co. Levy 25 cts. on \$100	Road Tax 25 cts. on \$100	Co. sch'l tax 10 cts on \$100	Dis Sch'l tax 10 cts on \$100	TOTAL AMT. OF TAXES.
Head Tax	0	\$1.00		50				<del>\$1.50</del>
Per. Prop.	3868	1160	387	967	967	387	387	4259
No. Tracts								
Aeres								
lots								
TOTAL								4259
5 per cent pen'ty								

*Nov 4 1899*  
Received Payment *W E Gwynn* D. Treasurer.



37

MR. *Howard White Rest*

District No. *1*

1890.

TO J. P. GRAHAM, TREASURER OF LEE COUNTY, VA. DR.

TRACTS.	State Tax 30 cents on the \$100.	State School Tax, 10 cents on the \$100.	Co. School Tax, 10 cents on the \$100.	Dist. School Tax, 10 cents on the \$100.	Road Tax, 15 cents on the \$100.	County Levy 40 cents on the \$100.	TOTAL AMOUNT OF TAXES.
To <i>16</i> acres land, val. \$ <i>80</i>	<i>24</i>	<i>8</i>	<i>8</i>	<i>8</i>	<i>12</i>	<i>26</i>	<i>80</i>
Property, income, etc.							
Capitation Tax, . .							
County School Tax, .							
District School Tax, .							
State School Tax, . .							
Total, . . .							<i>80</i>

Received Payment in full, *J. P. Graham* Treasurer.



not found

M.P. *Howard Elisha P & Co (Est)*District No. *9*

1889.

TO J. P. GRAHAM, TREASURER OF LEE COUNTY, VA. DR.

TRACTS.	State Tax 30 cents on the \$100.		State School Tax, 10 cents on the \$100.		Co. School Tax, 10 cents on the \$100.		Dist. School tax 10 cents on the \$100.		Road Tax, 15 cents on the \$100.		County Levy 40 cents on the \$100.		TOTAL AMOUNT OF TAXES.
To <i>16</i> acres land, val. \$ <i>48</i>		<i>14</i>		<i>5</i>		<i>5</i>		<i>5</i>		<i>7</i>		<i>20</i>	<i>56</i>
Property, income, etc.													
Capitation Tax . . .													
County School Tax, .													
District School Tax, .													
State School Tax, . .													
Total, . . .													<i>56</i>

Received Payment in full, *John P. Graham* Treasurer.



E. K. Howard July 1887

(7) Mr. Howard Elisha (H. Ed.)

District No. 2

1888. To J. P. Graham, Treasurer of

Lee County, Dr.

<u>1</u> TRACTS.	State Tax, 10 cents on \$100.	County Levy, 50 cents on \$100.	County School Tax, 10 cents on \$100.	District School Tax, 10 cents on \$100.	State School Tax, cents on \$100.	Road Tax.	TOTAL AMOUNT OF TAXES.
To <u>16</u> acres land, value, \$ <u>448</u>	<u>58</u>	<u>96</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>30</u>	<u>244</u>
Property, income, etc. .							
Capitation Tax, . .							
County School Tax, . .							
District School Tax, .							
State School Tax, . . .							
Total, . . . .							

Received Payment in full,

244  
Treasurer  
2.58

mistake on land book



cr cork one bottle  
cr cork 1/2 pint 1.00  
6 2.00  
4

1 2 3 4 5 6 7

1 2 3 4 5 6 7

1 2 3 4 5 6 7

1 2 3 4 5 6 7

1 2 3 4 5 6 7

1 2 3 4 5 6 7

Dec 21 1888  
 To the  
 Public  
 I have received of  
 James H. Smith 2 B  
 1888 witness my  
 hand & seal  
 J. E. Thompson



Received of S. E. Thompson Five Dollars for  
Buvel, for himself + C. B. Johnson June 1891  
while surveying Land for S. E. Thompson and  
A. H. Fulkerson at Hubbard Springs.  
E. M. Russell

Ed Russel

Receipt

\$5.00



MR. Howard Elisha K.District No. 2

1892.

TO

J. P. GRAHAM, TREASURER OF LEE COUNTY, VA.

DR.

TRACTS.		STATE TAX, 30 cents on the \$100.		State School Tax, 10 cents on the \$100.		County School Tax, 10 cents on the \$100.		District School Tax, 10 cents on the \$100.		Road Tax, 15 cents on the \$100.		County Levy, 10 cents on the \$100.		TOTAL AMOUNT OF TAXES.	
To <u>16</u> acres land, val. \$ <u>80</u>		<u>24</u>		<u>8</u>		<u>8</u>		<u>8</u>		<u>12</u>		<u>20</u>		<u>80</u>	
Property, income, etc.															
Capitation Tax, . .															
County School Tax, . .															
District School Tax, . .															
State School Tax, . .															
Total, . . .														<u>80</u>	

Received Payment in full,

John P. Graham

Treasurer.

*MR Howard Elisha Jr.*

District No. *2*

1892. TO J. P. GRAHAM, TREASURER OF LEE COUNTY, VA. DR.

<i>1</i> TRACTS.		STATE TAX, 30 cents on the \$100.	State School Tax, 10 cents on the \$100.	County School Tax, 10 cents on the \$100.	District School Tax, 10 cents on the \$100.	Road Tax, 15 cents on the \$100.	County Levy, 40 cents on the \$100.	TOTAL AMOUNT OF TAXES.
To <i>16</i> acres land, val. <i>\$80</i>		<i>24</i>	<i>8</i>	<i>8</i>	<i>8</i>	<i>12</i>	<i>20</i>	<i>80</i>
Property, income, etc.								
Capitation Tax, . . .								
County School Tax, . .								
District School Tax, . .								
State School Tax, . . .								
Total, . . . . .								<i>80</i>

Received Payment in full, *John P. Graham* Treasurer.



E. K. Maynard

Mr. Elihu K. Howard WHITE SHOALS DISTRICT. Nos. 1 & 2

To J. A. G. HYATT, Treasurer of Lee County, Virginia, Dr.

No. P28	No. L 9	1894.	State Tax 30 cts. on \$100.	State sch'l tax 10cts on \$100	Co. Levy 40 cts. on \$100	Road Tax 20 cts. on \$100	Co. Sch'l tax 10 cts. on \$100	Dis. Sch'l tax 10 cts. on \$100	TOTAL OF TAXES,	AMT.
Head Tax			<u>\$1.00</u>		<u>50</u>				<u>\$1.50</u>	
Per. Prop. Val.										
No. 1 Tracts	80		24	08	32	16	08	08		96
16 Acres										
Lots										
TOTAL										96
5 per cent pen'ty										

Received Payment

J. A. G. Hyatt

Treasurer.



Mr. Elihu H. Howard Whitehead District.

No. 2

To W. E. WYNN, Treasurer of Lee County, Virginia, Dr.

No. P <sup>28</sup>	No. L <sup>17</sup>	1895	State Tax 30 cts. on \$100	State sch'l tax 10 cts on \$100	Co. Levy 40 cts. on \$100	Road tax 20 cts. on \$100	Co. Sch'l tax 10 cts on \$100	Dis. Sch'l tax 10 cts. on \$100	TOTAL OF TAXES.	AMT.
Head Tax	Val.		<del>\$1.00</del>		<del>50</del>				<del>\$1.50</del>	
Per. Prop. No. / Tracts										
16 Acres	40		24	08	32	16	08	08	96	
Lots										
TOTAL	80		24	08	32	16	08	08	96	
5 per cent pen'ty										5
										1.01

Received Payment

Treasurer.

E. K. Howard



Mr. Elaine R. Howard White Shoals District.

No. 2

To W. E. WYNN, Treasurer Lee County, Virginia,

Dr.

No. R	No. L	1896	State Tax 30	St'e sch'l tax	Co. Levy 40	Road Tax 20	Co. sch'l tax	Dis Schl tax	TOTAL AMT.
		Val.	cts. on \$100	10 cts on \$100	cts. on \$100	cts. on \$100	10 cts on \$100	10 cts on \$100	OF TAXES.
Head Tax			\$1 00		50				\$1 50
Per. Prop.									
No. Tracts		80	24	8	32	16	8	8	96
Acres									
Lots									
TOTAL									96
5 per cent pen'ty									

Received Payment

W. E. Wynn Treasurer.

Mr. Eliel R Howard <sup>Est</sup> White Shoals District. No. 2  
 To W. E. WYNN, Treasurer Lee County, Virginia, Dr.

No. <u>27</u> No. <u>19</u> 1897		State Tax 30	St'e sch'l tax	Co. Levy 30	Road Tax 20	Co. sch'l tax	Dis Schl tax	TOTAL AMT.
Val.		cts. on \$100	10 cts on \$100	cts. on \$100	cts. on \$100	10 cts on \$100	10 cts on \$100	OF TAXES.
Head Tax		\$1 00		50				<del>\$1 50</del>
Per. Prop.								
No. <u>1</u> Tracts	<u>80</u>	<u>24</u>	<u>8</u>	<u>24</u>	<u>16</u>	<u>8</u>	<u>8</u>	<u>88</u>
<u>16</u> Acres								
Lots								<u>88</u>
TOTAL								
5 per cent pen'ty								

Received Payment

W E Wynn Treasurer.



J. S. Anderson and John R. Gibson  
Administrators & C of A. H. Fulkerson deceased  
in. Acc't, to S. E. Thompson

By cash paid paid as Tax on 16 Acres Land from  
1888 up to 1897. \$10.25

By cash paid Ed Russel for Board 5.00

By cash paid Chas Taylor Chain Carrier 50

By " " George Burgen " " 25

By " " Robert Taylor for Board 75

By cash paid for State Seals of Oregon  
Iowa and Missouri one Dollar Each 3.00

\$19.75

Half of This account is only due me as the  
Land for which the Tax & C, accrued was bought  
jointly by A. H. Fulkerson deceased, and myself  
and was deeded jointly to us.

State of Va. See as to wit - S. E. Thompson

I N. C. J. Richmond Jr a notary Public  
in & for the county & State aforesaid  
do certify that S. E. Thompson personally

appeared before me & made  
oath that the above account is  
just & unpaid, Signed under my Hand this  
January 26 - 1898 } Attest Richmond Jr. R.P.

As a matter of compromise I have  
accepted from the executor of A H  
Fulker son, the sum of four dollars  
in full settlement of this claim. ~~including~~  
including in it the Tax for the year 1898  
which I have heretofore paid and  
I here acknowledge the receipt of  
said sum of four dollars. This the 4<sup>th</sup> day  
of November 1899.

S. E. Thompson

113811



J. S. Anderson & J. R. Gibson Executors  
of the Last will and testament of A. H. Fulkerson  
1899 - - - To C. T. Duncanson Dr  
Nov 4 To settling account and writing of same \$20.00

Received of J. S. Anderson & J. R. Gibson  
Executors of A. H. Fulkerson deceased  
Twenty dollars and in full of the above  
account this 4<sup>th</sup> day of Nov 1899  
C. T. Duncanson Compt

L. J. Duncan, Esq.

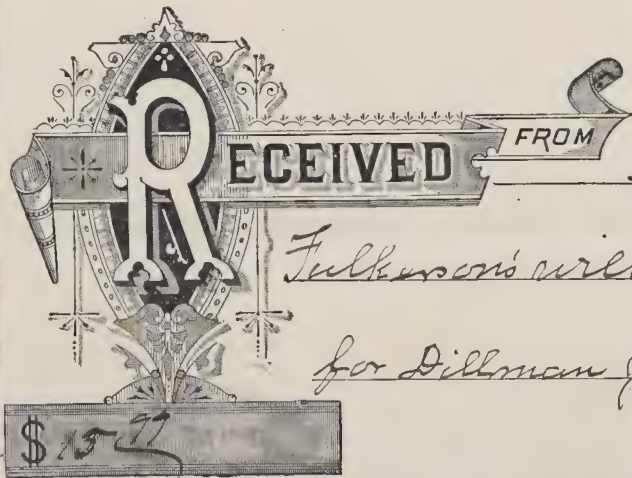
20¢

Anderson & Gibson

53



J. O. Gibson & Co.



Jonesville, Va., Nov 6<sup>th</sup> 1897

Anderson & Gibson Exrs of A.H.

Fulkerson's will Fifteen & 99/100 **Dollars**

for Dillman judgment assigned to me.

Eda M. Fulkerson





The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

We command you, That of the goods and chattles of *B. S. Anderson & John R. Gibson*  
*Executors of the estate of A. H. Fulkerson decd*  
in your bailiwick, you cause to be made *\$500.00 Five hundred dollars*

with interest at the rate of six per centum per annum from the *18th* day of *Sept* 18*82*  
until paid, which *Jennie H. Baylor*

late in our Circuit Court of the County of Lee, has recovered against the said *B. S. Anderson*  
*John R. Gibson & Mrs as aforesaid*, as well for a debt as interest thereon; also *\$204*  
*Two* dollars and *four* cents, which to the said  
*Jennie H. Baylor* in the same court were adjudged for *her* costs  
by *her* about *her* suit in that behalf expended, whereof the said *B. S. Anderson*  
*John R. Gibson & Mrs* are convict as appears to us of record. And how you shall execute this  
writ make know at the rules to be holden in the clerk's office of our said Circuit Court, on the 1st Monday  
in *April* next. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the courthouse, the *25th* day of  
*January* 189*8*, and in the 12*th* year of the Commonwealth.

*A. B. Munsey* Clerk.

E. B. No. 4 p 50

Jennie, H. Baylor

vs. { FL. FA.

IN DEBT.

Anderson & Gibson Exors

B. H. Sewell p q

Came to hand

189 , at o'clock M

"A"

To Rules

Circuit Court.

Jud 189

O. B. No. p



\$149.58,

One day after date I promise to pay to the order of Charles E. Baylor One hundred and forty nine dollars 58 cents for value recieved, and hereby waive the benefit of my homestead exemption, as to this debt. witness my hand and seal this 1st day of Jany. 1889.

A.H. Fulkerson (seal)

On the back of this note there are the following credits: Jany, the 1st 1896 Cr. this sum Bal. due on account \$142.00. June 13, '96, credit by Anderson and Gibson for funeral expenses \$48.00.

\$75.50

One day after date I promise to pay to the order of Charles E. Baylor seventy five dollars and 50 cents for value recieved, and I here by waive the benefit of my homestead exemption as to this debt. Witness my hand and seal this 1st day of January 1886 A.H. Fulkerson (seal)

\$200.00.

Sept. 8th 1882

One day after date I promise to pay to the order of C.E. Baylor, Two hundred dollars, for value recieved. and I hereby waive the benefit of my homestead exemption as to this debt. Witness my hand and seal.

A.H. Fulkerson (seal)

\$250.00

One day after date I promise to pay to the order of Chas. E. Baylor Two hundred and fifty cash dollars, for value recieved and I hereby waive the benefit of my homestead exemptions as to this obligation. Witness my hand and seal 9th day of Nov. 1887.

A.H. Fulkerson (seal)

\$251.71

One day after date I promise to pay to the order of Daugherty & Baylor, Two hundred and thirty one dollars ~~and seventy one cents~~ 71 cents for value recieved and I hereby waive the benefit of my homestead ~~exemption~~ ~~and~~ and personal property exemptions as to this obligation.

Witness my hand and seal this 26th day Feb. 1885. A.H.Fulkerson. (seal)

The following indorsement is on said note: Paid to the estate of D. by C.E.Baylor.

Virginia Lee County To wit:

This day C.E.Baylor personally appeared before me C.T.Duncan Commissioner in the Chancery cause of Jennie H. Baylor and Sallie K.Carr against I.S.anderson & John R.Gibson Executors and other and made oath that the notes of which the foregoing are copies are still due and owing to him and that he has given, on said notes all the credits to which the same are entitled and all credits in any way due to the late A.H.Fulkerson which could in anyway be applied to said notes. Given under my hand this the 17th day of January 1898.

*C. T. Duncan* Corr.



**VIRGINIA--LEE COUNTY, TO-WIT:**

TO Any Constable of said County:

I HEREBY COMMAND YOU TO SUMMON J. S. Anderson & J. R. Gibson Executors of A. H. Faulkner decd  
If to be found in your District to appear at Jonesville in said county, on the  
11<sup>th</sup> day of March 1897 before me or such other Justice of the said County, as may be thereto  
try this warrant, to answer complaint of Moses Wolf

and upon a claim for money not exceeding \$100, exclusive of interest, to-wit: For the sum of \$58.92  
by Account, and then and there make return of this warrant,

Given under my hand the 10<sup>th</sup> day of March 1897.  
H. C. Joslyn J. P.

Moses Wolf  
Against J. S. Anderson & J. R. Gibson Executors of A. H. Faulkner decd.  
On the 11<sup>th</sup> day of March 1897.  
(In debt.) At Jonesville in said County.  
JUDGMENT, That the Plaintiff recover of the Defendant \$ 58.92 with interest thereon from the  
1<sup>st</sup> day of Dec 1895, till paid, and \$ 57 for costs.

H. C. Joslyn, J. P.

VIRGINIA--Lee County, To-wit: To \_\_\_\_\_ Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of.....

\_\_\_\_\_, in your county, you cause to be made the sum of \$..... with  
interest thereon from the..... day of..... 18, till paid, which.....

\_\_\_\_\_ has recovered before \_\_\_\_\_

warrant in debt, and also the sum of \$..... which were adjudged to the said.....

\_\_\_\_\_ for costs in prosecuting said warrant.

Given under my hand the..... day of..... 18 :

\_\_\_\_\_  
J. P.

Moses Wolf  
vs. 3 Warrant  
J. S. Anderson &  
J. R. Gibson  
Executors of A. H.  
Fulkerson decd

---

We hereby accept  
legal service of  
the within, and  
waive the five  
days notice allowed  
by law, And Confess  
Judgment for \$58.92  
and interest from  
Dec 1<sup>st</sup> 1895.

This March 11<sup>th</sup> 1897.

Isaac S. Anderson  
J. R. Gibson <sup>Attors</sup>  
of A. H. Fulkersons  
Wille.

J. P. Lee 50cts  
Paid by Executors.

I hereby assign the within  
claim over to C. E. Taylor  
for value recd.  
This 11<sup>th</sup> March 1897

M. R. Wolfe



Clay City, Ky Jan, 13<sup>th</sup>, 1898

C. E. Baylor Esq.,

Boon's Path Va.

Dear Sir:-

Replying to your favor of the 12<sup>th</sup> Inst, I remember very distinctly the acct I drew off of Mr F<sup>r</sup> it had run several years & after running a year he paid you 6% on the amt due same as a note & the 750<sup>00</sup> was passed to his credit and when the ac<sup>t</sup> was drawn off I think the balance due him was near 300<sup>00</sup>. I do not just remember about the small notes you speak of. but I know you settled with him in full for the lots. I can swear that if they insist on you paying for it again. I do not remember the dates & amounts closely. but know it was all settled and no kick was made by Mr F<sup>r</sup>. + + + + +

C has Anden

The above is a true and perfect copy of so much of Mr Anden's letter as pertains to the matters to which it refers C. T. Duncanson Esq.



C. E. Baylor  
vs.  $\frac{1}{3}$  Notes & Judgt  
Att. Fullerton

"B.C.D.E.F.G."



1339.19. One day after date I bind myself heirs &c  
to pay Henry J. Morgan Thirteen hundred  
and thirty nine dollars and nineteen cents  
for value received and I hereby waive the  
benefit of my homestead exemption as to  
this debt. Witness my hand and seal  
this April 1<sup>st</sup> 1891.

A. H. Sullivan Real

A. true and perfect "Copy"

Jan'y 4<sup>th</sup> 1898.

C. T. Sweeney  
Cover

Principal of note due April 2<sup>nd</sup> 1891. \$ 1339.19

H. J. Morgan  
vs Note.

A. H. Fulkerson

"H"



# VIRGINIA--LEE COUNTY, TO-WIT:

TO Any Constable of said County:

I HEREBY COMMAND YOU TO SUMMON

J. S. Anderson & J. R. Gibson Executors of A. H. Fulkerson decd.  
If to be found in your District to appear at Jonesville in said county, on the 11<sup>th</sup> day of March 1897 before me or such other Justice of the said County, as may be there to try this warrant, to answer complaint of A. H. McDonald & Losh

and upon a claim for money not exceeding \$100, exclusive of interest, to-wit: For the sum of \$ 7.00 due by Account, and then and there make return of this warrant,

Given under my hand the 10<sup>th</sup> day of March 1897.  
H. C. Joslyn J. P.

A. H. McDonald & Losh  
Against J. S. Anderson & J. R. Gibson Executors of A. H. Fulkerson decd.  
On the 11<sup>th</sup> day of March 1897.  
(In debt.) At Jonesville in said County.

JUDGMENT, That the Plaintiff recover of the Defendant \$ 7.00, with interest thereon from the 15<sup>th</sup> day of Feb 1896, till paid, and \$ 57 for costs.

H. C. Joslyn J. P.

VIRGINIA--Lee County, To-wit: To \_\_\_\_\_ Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of \_\_\_\_\_

\_\_\_\_\_, in your county, you cause to be made the sum of \$ \_\_\_\_\_ with interest thereon from the \_\_\_\_\_ day of \_\_\_\_\_ 18 \_\_\_\_\_, till paid, which \_\_\_\_\_

\_\_\_\_\_ has recovered before \_\_\_\_\_

warrant in debt, and also the sum of \$ \_\_\_\_\_ which were adjudged to the said \_\_\_\_\_

\_\_\_\_\_ for costs in prosecuting said warrant.

Given under my hand the \_\_\_\_\_ day of \_\_\_\_\_ 18 \_\_\_\_\_;

\_\_\_\_\_  
J. P.

S. H. McDonald & Loof  
vs. 3 Warrant

J. S. Anderson &  
G. R. Gibson, Executors  
of A. H. Fulkerson decd

---

We hereby accept  
legal service of the  
within, and waive  
the five days notice  
allowed by law, and  
confess judgment for  
\$7.00 and interest  
from Feby 15<sup>th</sup> 1896.  
This March 11<sup>th</sup> 1897.

Isaac S. Anderson Executor  
of A. H. Fulkerson decd  
G. R. Gibson } Exrs.  
of A. H. Fulkerson's  
" " " " " " Will

J. P. Lee 50.00  
Paid by Executor.  
O & B. Docket page 44.



1896 A. H. Fulkerson

Dr.

March 20 To N. L. Callihan

March 20 To amt on hauling

\$ 3.20

Virginia, Lee County, to wit:-

This day personally appeared before T. H. Gibson, a Notary Public in and for Lee County, Virginia, N. L. Callihan and J. P. Callihan, and made oath that the above account is just, true and unpaid. Given under my hand this the 20th, day of March 1896.

T. H. Gibson N.P.  
for Lee County, Va.

N. L. Gallihan

To 3 ac't. vs

A. H. Fulkerson

Dec'd

\$3.20

"P"



Mr. A. H. Suckerson

To David L. Wolfe Sr.

Nov 30. 1890

Nov. 1 90 To Work 2<sup>d</sup> days @ \$10.00 per mo. 90  
2 2/3 To En. Corn Destroyed @ 30¢ per bu. 13.60  
Virginia Lee county \$4.15 15

This day personally appeared before  
me in my capacity as said David  
L. Wolfe & made oath that the above  
account is just & unpaid.

A. I. Richmond Jr. N.P.

D. L. Wolf  
 25  
 2/5  
 M. J. Muller

Q

Butter, London

The within account is left in the hands of  
 J. S. Anderson to be settled when the Full  
 is in finally adjusted.  
 D. L. Wolf owned the estate of A. G. F. Jan 7/96 \$3.57  
 This April 6/97 Bal. .98  
 D. L. Wolf



Lee Circuit Court  
-----

Jennie H. Baylor, et al.,

vs.

POWER-of-ATTORNEY

I. S. Anderson and J. R. Gibson, Exrs. &c.  
-----

KNOW ALL MEN that I, Isaac S. Anderson, do hereby constitute and appoint James W. Orr as my true and lawful attorney in fact for me and in my name, place and stead to sign my name as principal to a bond that may be required to be given by order of the Circuit Court of Lee County in the above styled cause, having for its purpose the appointment of myself as Receiver of a certain sum of money now on deposit in the National Bank of Bristol, Tenn., and under the control of said court, said receivership being set out and defined in the order of court in said cause; and I do hereby ratify and confirm each and every, the act or acts of him my said attorney in fact done in the premises as fully and lawfully as if done by me in my own proper person.

WHEREUNTO WITNESS the following signature and seal this  
the 15th day of November, 1900.



Isaac S. Anderson. (SEAL)

Virginia, Lee County, to-wit:-

I, B. M. Morgan Clerk of the County Court  
~~in and~~ for the county aforesaid in the state of Virginia, certify  
that Isaac S. Anderson, whose name is signed to the writing above  
bearing date the 15th day of November, 1900, has acknowledged the  
same before me in my county aforesaid.

Given under my hand this the 15th day of November, 1900.

B. M. Morgan Clerk,



1900. "The Great Lakes and the St. Lawrence River." *Annals of the Association of American Geographers*, vol. 10, pp. 1-10.

These help us to understand technology.

being in the left hand of Joseph, you can better justify the fact than I. I am not alone in doing so, the writer above me, the dissenting witnesses in the case of *Admiral*, and the

1

Allylthiourea, von Gossel, 40-47%.

(2844)

THE TELL OF HOSHEPETH, 1860.

and the same at the 100th anniversary of the  
the 100th anniversary of the 100th anniversary

L. S. Anderson  
 To  
 Powers of  
 City  
 Jas. W. Orr

about the local time I have been informed of people with

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 84

2

BIOGRAPHICAL - 179 - VANDERHILDE

[illegible]

THE UNIVERSITY OF CHICAGO



Jonesville Nov 20<sup>th</sup>. 71

Dear Sir,

I have written several times to J. C. Campbell in regard to some money he has collected for me of the Trigg but cant hear from him. I hope you will see him immediately and <sup>let me</sup> know all about it and let me hear from you, if the money is not collected you will please see the Clerk and tell him to issue executions on all judgements for my benefit and place them in the sheriffs hands. you will please see Tom Trigg, and know if he has paid the judgement vs. him if he has not have an Execution issued

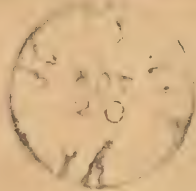
I stand in great need of money besides I wish to pay you five hundred dollars now

please see him and let me hear immediately, I have or ought to have a judgement vs J. C. Campbell and others know of Trigg about that also and tell him peeps my business  
yrs  
your friend  
A. H. Kenson



"A"





Col. W. H. Hopkins  
Abingdon  
Va

"A,"



"B"

Martin's Station Dec 14<sup>th</sup> 71  
Col. W. M. Hopkins  
Shingdon Va.

Dear Col

Trigg

Campbell sent me word  
the other day that he had  
collected the Trigg money  
for me he is sick over in  
Russell I want you if you  
please, so soon as you get  
this letter to go over and  
get it, and all other money that  
he has (he has the money over  
there with him) retain five  
hundred of it and I will send  
for the balance as soon as you  
will inform me of the collec-  
tion of it. Please go immedi-  
ately I want the money and

Mrs. Bradley

I wrote you some time  
ago in regard to Mrs. B's  
bowery. To do with it as you  
thought best and I would be  
satisfied. Enclosed you  
will find an order to  
Campbell give your receipt  
to him on back of order  
love to Mary and the  
little girls

Yours friend  
A. H. Fullerton



Baylor Plan to Sullivan's Exms etc

Letters filed  
with depositions

J. J. A. S. Hyatt,

Monks "A" + "B."

DUNCAN & HYATT,  
ATTORNEYS AT LAW,

JONESVILLE, VIRGINIA.

D. C. Cummings, survivor &c for &c  
Against F. L. Lugg &c &c.

Judgment with interest from the  
26<sup>th</sup> day of November 1865 till paid. 1572.00

Set on said principal to Feb'y 24 1868 203.56

By amt paid D. C. Cummings, Feb'y 24/68 100.00

Bal of interest - - - 103.56

Interest on principal to Dec'r 1. 1871 340.70

Amt principal & int last date 1956.26

Or By cash paid J. T. Campbell Dec'r 1/71 1800.00

Balance after said payment. \$156.26



Cum gratia. Summa for 2.  
rs. 3 "Calculation"  
of  
Culivum.  
J. K. Trigg. Sum. 76

✓

Trigg debt  
Calculation

(1)  
Copied

James H Baylor & Walter H. Coor.

vs

L. S. Anderson et al Exr. vs et als.

charges claimed but not proved

4 H. Hulseman Adm. vs J. D. Coorby Adm vs

Judgt. May term 1872. Int Nov 21, 1865

67 65

Int to Jan 1, 1877.

45 10

Same vs same Judgt with Int Aug 27, 1867

150 00

Int to Jan 1st 1877

84 00

D. C. Cunningham survivor for Horace M. Hap

Kins Adm. Judgt. with Int from 1st Jan 1861

411 55

Int to Jan 1st 1877.

395 08

Same vs same Judgt with Int from 1st day  
of Jan 1856.

68 08

Same vs same Judgt with Int from

85 78

2nd day of Jan 1855 bond 95.00 pd Oct 20/58

151 36

Int to Jan 1, 1877.

41 85

Same vs same Judgt with Int from 18th Oct/62

115 09

" " Same Caldwell Adm Judgt

98 05

with Int from Jan 4th 1868

88 58

Int to Jan 1877.

46 93

Same vs same Judgt with Int Jan 2, 1862

36 75

Int to Jan 1st 1877

32 07

Same vs Phillip Anderson

Judgt with Int from Nov 28 1865

22 24

Int to Jan 1st 1877.

14 78

County bond for

3000 00

Probable Int on said bond from 1 Jan 1884  
to Jan 1, 1877. 2340.00

2340.00

4954 84



Buylor T. Co. or  
rs. 4 debts claimed  
3 but not proved  
Anderson & Gibson of N.C.

c

(2)

(4)



John B Fulkerson C E Baylor + wife R F Carr + wife Dr.

1883.

Cr

|           |    |   |   |            |  |           |  |
|-----------|----|---|---|------------|--|-----------|--|
| February  | 26 | By cash from M.D. Goodson               | 3 |            |  |           |  |
|           |    | cash payment on land                    | 3 |            |  | 200 00    |  |
| March     | 12 | To commissions on \$200 @ 10%           |   | 20 00      |  |           |  |
| May       | 5  | " amt of check sent to J.B. Fulkerson   |   |            |  |           |  |
| "         | "  | by direction of A.H. Fulkerson          |   | 120 00     |  |           |  |
| "         | "  | " check sent to A.H. Fulkerson          |   | 60 00      |  |           |  |
| "         | 10 | By cash of M.D. Goodson in full         | 3 |            |  |           |  |
| "         | "  | of note for land Due May '83            | 3 |            |  | 300 00    |  |
|           |    | To commission on \$300 @ 10%            |   | 30 00      |  |           |  |
| June      | 25 | " check to A.H. Fulkerson               |   | 270 00     |  |           |  |
| September | 24 | By cash from M.D. Goodson in payment    |   |            |  |           |  |
| "         | "  | of note for \$400. - Due Mar '85, under | 3 |            |  |           |  |
|           |    | direction of J.B. Fulkerson             |   |            |  | 310 00    |  |
| October   | 4  | To commission on \$300                  |   | 20 00      |  |           |  |
| "         | "  | in favor of J.B. Fulkerson              |   |            |  |           |  |
| "         | "  | check on Bank of Abingdon Va            |   | 290 00     |  |           |  |
| 1884. Feb | 19 | By cash of M.D. Goodson in pay -        | 3 |            |  |           |  |
| "         | "  | ment of note for \$400 - Due Mar '84    | 3 |            |  | 400 00    |  |
|           | 26 | To commissions on \$400 @ 7 1/2%        |   | 30 00      |  |           |  |
|           | "  | check to C.E. Baylor + wife             |   | 185 00     |  |           |  |
|           | "  | " " " R.F. Carr + wife                  |   | 185 00     |  |           |  |
|           |    |   |   | \$1210 00  |  | \$1210 00 |  |
| 1886      |    |   |   |            |  |           |  |
| May       | 19 | By cash of M.D. Goodson in full         | 3 |            |  |           |  |
|           | "  | of last note                            |   |            |  | 405 13    |  |
| "         | 19 | To commissions on 405 13.               |   | 40 00      |  |           |  |
| "         | 25 | " check to Jennie N. Baylor             |   | 182 56 1/2 |  |           |  |
| "         | "  | " " " Sally K. Carr                     |   | 182 56 1/2 |  |           |  |
|           |    |   |   | \$405 13   |  | \$405 13  |  |



"Page 5"

c

(b)

Abingdon, April 25<sup>th</sup> 1864,  
Recd. of Archimedes Davis, Admr. of  
David Baltzell, decd. Fifty six dollars  
and twenty three cents \$56<sup>23</sup> on account  
of the distribution share of John B., Jane H.  
and Kate Fulkerson, Grand Children  
theirs of said David Baltzell, decd.,  
A. H. Fulkerson,  
Guardian.

Received of Archimedes Davis Admr.  
of David Baltzell decd. Three hundred  
dollars part of the distribution share of  
John B., Jane H. & Kate Fulkerson  
Grand Children theirs of David  
Baltzell decd.  
Sept. 28<sup>th</sup> 1863.

A. H. Fulkerson,  
Guardian of the heirs.

Copies.

Teste:

R. F. Cumming D.C.



A. H. Fulkerson Gdn.  
of <sup>the</sup> Receipts  
Jno. B. Fulkerson & others

Copies,

Fee 25-

"3 A"

copied

A. H. Fulkerson Admr.  
 of Jos. L. Baltzell  
 vs  
 John D. Cosby, Sheriff &  
 as such Admr. of  
 Sallie D. Baltzell, deed.

Judgment at May  
 term 1872 by default  
 for the sum of \$67.<sup>50</sup> with  
 legal interest thereon  
 from the 21<sup>st</sup> day of  
 November 1865 till paid  
 & costs C. 3.95 D. .50  
 A. 2.<sup>50</sup> are 6.95 = Ex. 58

No property found Sept. 20<sup>th</sup> 1876,  
 R. S. Lowry D.C. for  
 J. D. Cosby, S.W.C.

A Copy  
 Fests.  
 R. P. Cumming J.C.



A. H. Fulkerson Adm  
of Jos. C. Baltzell  
vs. Judgment

John D. Cosby, Sub. &  
as such Adm. of  
Sallie D. Baltzell,

---

A Copy,

Thurs. 25

1 A.

(2)

7

1

This deed made this the 25<sup>th</sup> day of July  
1886 by and between John B. Fulkerson and  
M. E. Fulkerson his wife and J. M. Barker,  
and by and between R. F. Carr and Kate S.  
Carr his wife, and J. M. Barker, Witnesseth:  
That for and in consideration of the sum of  
\$350.<sup>00</sup> paid by the said Barker to Jno. B.  
Fulkerson, the receipt is hereby acknowledged,  
the said Jno. B. Fulkerson and M. E.  
Fulkerson his wife have this day bargained  
and sold, and by these presents do bargain  
sell, grant and convey with general warranty  
all of their right, title and interest  
in and to a certain tract of land, lying  
and being in Poor Valley, Washington  
County, Va. being the same tract of  
land conveyed by A. L. Cummings Comr.  
to Lynck Cummings & Co. by deed, executed  
Sept. 18<sup>th</sup> 1860 and admitted to record  
in the Clerk's Office of said County  
Sept. 20<sup>th</sup> 1860. and bounded as shown  
by a survey and plat made by J. A.  
McQuorum County Surveyor of said  
County, May 10<sup>th</sup> 1883, except as to  
certain lines between the said tract  
of land and the adjoining land of  
Saml. E. Glenor, which were fixed by  
Wm. J. Phea and D. F. Bailey, Arbitrators,



by their award rendered April 24<sup>th</sup> 1885.  
and designated on the plat of said  
McQuown in black lines. The interest  
in said tract of land hereby conveyed  
being an undivided one third of said  
tract which the said Jno. B. Fulkerson  
inherited from his Uncle Joseph C.  
Baltzell, a member of the firm of the  
Lynch, Cummings and Co. to have<sup>and</sup>  
to hold the interest hereby conveyed  
to the said J. M. Barker his heirs  
and assigns forever.

And the said R. J. Carr and Kate J.  
Carr, his wife for and in consideration  
of the sum of \$350<sup>00</sup> have this day  
bargained and sold to J. M. Barker  
all of their right, title and interest  
in and to the tract of land situated  
in Poor Valley, Washington County  
Virginia, Conveyed by A. C. Cummings  
lawr. to Lynch, Cummings & Co. and  
fully described in the deed of Jno. B.  
Fulkerson and wife to J. M. Barker of  
this date, herein after written.

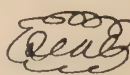
The interest hereby conveyed by said  
Carr and wife being one undivided  
third of said tract of land which  
was inherited by Kate J. Carr (nee



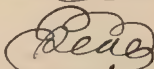
Fulkerson) from Joseph L. Baltzell, his  
Uncle, a member of the late firm of  
Lynch, Jennings & Co. to have and  
to hold the interest in said tract  
of land hereby conveyed to said  
J. M. Barker his heirs and assigns  
forever.

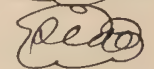
3 And the said R. F. Carr and Kate S.  
Carr his wife covenant with the said  
J. M. Barker to defend the title to the  
said interest against the lawful  
claims of all persons whomsoever.

Witness the following signatures  
and seals, this the 25<sup>th</sup> day of July 1886.

John B. Fulkerson, 

M. E. Fulkerson, 

R. F. Carr, 

K. S. Carr, 

State of California }  
Los Angeles County } ss.

I, L. W. Humphreys, a Notary Public,  
for the County aforesaid, in the State of California,  
do hereby certify that Jno. B. Fulkerson, whose  
name is signed to the writing above,  
bearing date on the 25<sup>th</sup> day of July  
1886 has acknowledged the same before  
me in my County and State aforesaid,



I do also certify that M. E. Fulkerson the wife of Jno. B. Fulkerson whose names are signed to the writing above bearing date on the 25<sup>th</sup> day of July 1886, personally appeared before me in the County and State aforesaid and being examined by me privily and apart from her husband and leaving the writing aforesaid fully explained to her, she the said M. E. Fulkerson, acknowledged the said writing to be her act and declared that she had willingly executed the same and does not wish to retract it. Given under my hand and official seal this 2<sup>nd</sup> day of August 1886.

Official  
Seal  
Emme

L. W. Humphreys  
Notary Public

State of Tennessee }  
Claibourne County } ss.

We, H. G. White and Thos. W. Stone Justices of the Peace for the County of Claibourne, in the State of Tennessee, do certify that Kate J. Carr the wife of Robt. F. Carr, whose names are signed to the writing hereto annexed, bearing date on the 25<sup>th</sup> day of July, 1886, personally appeared before us in the County aforesaid and being examined by me.



privily and apart from her husband  
and leaving the writing aforesaid, fully  
explained to her, she, the said Kate S.  
Carr, acknowledged the said writing  
to be her act, and declared that she had  
willingly executed the same and does  
not wish to retract it. Given under my  
hand and official seal this the 16 day  
of Aug, 1886,

H. G. White, J. P.  
Thos. W. Stone, J. P.

State of Tennessee }  
Claibourne County } ss.

We, H. G. White & T. W. Stone, Justices  
of the Peace for the County aforesaid in  
the State of Tennessee do certify that  
Folt. F. Carr, whose name is signed to  
the writing hereto annexed bearing date  
on the 25<sup>th</sup> day of July 1886, has acknowledged  
the same before me in my County  
aforesaid. Given under my hand  
and official seal this the  
16<sup>th</sup> day of Aug, 1886.

H. G. White, J. P.  
Thos. W. Stone, J. P.

State of Tennessee }  
Claibourne County }



I. H. Fitchie, Clerk of the County Court  
of said County do hereby certify that  
H. G. White and Thos. W. Stone J. P. whose  
genuine signatures appears to the attached  
Instrument is now, and was, at the time  
of signing the same an acting Justice  
of the Peace in and for said County,  
dearly elected, commissioned and qualified  
as such. Witness my hand, at office  
this 16<sup>th</sup> day of Aug, 1886.  
Official Seal. I. H. Fitchie,  
Clerk,

Virginia: In the Clerk's Office of the  
County Court of Washington County  
the 20<sup>th</sup> day of August, 1886.

The foregoing Deed was  
delivered to the Clerk of the County  
Court aforesaid on the day above  
mentioned and admitted to records.

Teste;

W<sup>m</sup> G. G. Lowry, Clerk,

A Copy,

Teste,

R. P. Cummings D. C.

J. M. Barker  
From ~~E~~ Deed

John B. Gulkerson & others

A copy,

Fee \$1.<sup>50</sup>

7 A.

Copied



This deed, made this the 25<sup>th</sup> day of October 1886, by and between Charles E. Baylor and Jennie H. Baylor his wife, of the first part and James M. Barker of the second part, —

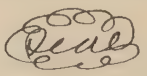
Witnesseth: That for and in consideration of the sum of four hundred dollars (\$400<sup>00</sup>) paid by the party of the second part to the parties of the first part, the receipt of which is hereby acknowledged, the parties of the first part have this day bargained and sold and by these presents do bargain, sell, grant and convey with general warranty all of our right, title and interest in and to a certain tract or parcels of land lying and being in Poor Valley in the County of Washington, State of Virginia, being the same tract of land conveyed by A. B. Cummings, Commissioner to the late firm of Lynch, Cummings & Co. composed of Jacob Lynch, D. B. Cummings and Joseph C. Battzell, and conveyed by D. B. Cummings surviving partner of said firm to the parties of the first part, Jno. B. Fulkerson and R. F. Leary, and wife, the interest hereby conveyed being an undivided third of said tract of land,

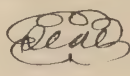
To have and to hold the interest in said land to the said



Parker his heirs and assigns forever,

Witness the following signatures and  
seals the day and year first above written,

Chas. E. Baylor, 

Fannie H. Baylor, 

State of Virginia, }

Lee County, } I to-wit:

I, Wm. H. Speak, a Notary Public for  
the County aforesaid, in the State  
aforesaid, do certify that Charles E.  
Baylor, whose name is signed to the  
above writing bearing date on  
the 25<sup>th</sup> day of October 1886, has  
acknowledged the same before  
me in my County aforesaid.

Given under my hand this the  
2<sup>nd</sup> day of Nov. 1886.

William H. Speak, N. P.

State of Virginia, }

Lee County, } I to-wit:

I, Wm. H. Speak, a Notary Public for  
the County aforesaid do certify that  
Fannie H. Baylor, the wife of Charles  
E. Baylor whose names are signed to  
the above writing bearing date on the  
25<sup>th</sup> day of October 1886, personally



appeared before me in my County aforesaid,  
and being examined by me privily and apart  
from her husband, and having the writing  
aforesaid fully explained to her, she the said  
Jennie H. Baylor acknowledged the said  
writing to be her act, and declared that  
she had willingly executed the same and  
and does not wish to retract it.

Given under my hand this the  
Tenth day of Nov. 1886.

William H. Speaks.

Notary Public.

Virginia: In the clerk's office of the County  
Court of Washington County the 11<sup>th</sup>  
day of November, 1886.

The foregoing Deed was delivered  
to the clerk of the County Court aforesaid  
on the day above mentioned and admitted  
to record.

Test:-

Wm. G. Lowry, Clerk

A Copy

Test:

R. F. Cummings L. H.

J. M. Barker  
From E Deed

Chas. E. Baylor & wife

A Copy

Fee \$0. 75

8 A.

(C)



At a Circuit Court continued and held for Washington County  
at the Court House thereof on Saturday the 16th day of October,  
1875.

A.H.Fulkerson Adm'r of Jos C.Baltzell dec'd,                      Pltf.

-vs-

In Debt.

Geo.R.Barr Adm'r of A.Davis dec'd,                      Deft.

This day came again the parties by their attorneys, and the jury sworn for the trial of the cause appeared in Court according to their adjournment; and having heard the evidence and the argument of counsel upon their oath do say, "We the jury find for the defendant". The plaintiff by his attorney moved the Court to set aside the verdict of the jury and grant him a new trial, which motion the Court overruled, therefore, it is considered by the Court that the plaintiff take nothing by his bill but for his false clamor be in mercy &c, and that the defendant go hence thereof, and recover against the plaintiff his costs by him about his defence in this behalf expended.

A Copy,

Teste:

"A O"

*John W. Rogers* C.C.

\$2000.00

Two years after date, for value rec'd I bind myself my heirs  
&c to pay Joseph C. Baltzell, Two Thousand Dollars with interest  
from date, to be paid in specie or in current funds if it does not  
exceed more than 1/2 per cent discount. Witness my hand and seal  
this 11th day of April 1863.

Archimides Davis. (SEAL)

(Endorsed on the back.)

It appearing to my satisfaction that the within note was not  
stamped at the time of making the same from the fact that there  
was no stamps to be procured and with no intention of defrauding  
U. States out of the revenue. I have remitted the penalty and  
caused the same to be duly stamped.

March 15th 1866.

A. L. Hendricks, D. C.

Int. Revenue.

A Copy

Teste:---

*John M. Kugler*

"Copy Note"



*"L. T. Cosby Statement"*

I received from Col. A. Fulkerson Fifty Dollars being the costs due from A. H. Fulkerson Adm'r -vs- Geo. R. Barr Adm'r and also the costs recovered against said Fulkerson Adm'r by Barr Adm'r except the costs of depositions and atty's fee which was retained by Col. Fulkerson amounting to \$11.00.

Paid what costs I received as above to parties entitled.

1875--Decr. 8th.

L. T. Cosby.

*A copy yes to  
John M. Tugue P. P.*

*Fee paid 75¢  
pd by J. S. Anderson*





Mr Archie Fulkerson

|  |            |
|--|------------|
| In acct with Mrs. J. D. Baltzell                 |            |
| 1863 To Keep Station (Stable feed &c) Same as in |            |
| eight months \$7 per month                       | - \$ 63.00 |
| " Pasture of Charles Horse, Exact time not       |            |
| remembered                                       | 4.00       |
| " Furnishing Lewis and Kate with Clothing shoes  |            |
| &c while at my house                             | 30.00      |
|  | <hr/>      |
|  | 97.00      |

The above is a correct copy of acct in my  
hand - forwarded under the account by a State-  
ment of Comptrolr &c and signed by her -

Mrs. Sally Badwell acc<sup>t</sup>

\$97  $\frac{66}{100}$

Exhibit B.  
to  
Deposition  
of  
M L Blackly

C



Virginia: In the Clerk's Office of the Circuit Court of Washington County.

*No. 5*  
D.C. Cummings/surv'g. partner <sup>the firm of</sup> of Lynch Cummings & Co. for the benefit of W.M. Hopkins Admr. of J.C. Baltzell deceased. Plt.

VS:

In Debt.

Robert J. Caldwell Admr. of John S. Caldwell decd. Deft.

Judgment at the April Term 1869 for the sum of \$411.55 with legal interest thereon from the 1st. day of January 1861 until paid and the costs \$4.12.

Teste

*fee 25¢*

*John M. Rizer* C.C.

Virginia: In the Clerk's Office of the Circuit Court of Washington County.

*No. 6*  
D.C. Cummings sur'v. partner <sup>the firm of</sup> of Lynch Cummings & Co. for the benefit of W.M. Hopkins Admr. of J.C. Baltzell decd. Plt.

VS

In Debt

Robert J. Caldwell Adm'r. of John S. Caldwell decd. Deft.

Judgment at the April term 1869 for the sum of \$18.07 with legal interest thereon from the 1st. day of January 1863 until paid and the costs \$6.12.

*fee 25¢*

*Teste John M. Rizer* C.C.



Virginia: In the Clerk's Office of the Circuit Court of Washington County.

*No. 7.*  
D.C. Cummings surv'g. partner <sup>firm of</sup> of Lynch Cummings & Co. for the benefit of W.M. Hopkins Admr. of J.C. Baltzell decd. Plt.

vs

In Debt

Robt. J. Caldwell Admr. of John S. Caldwell decd. Deft.

Judgment at the April term 1869 for the sum of \$151.26 with legal interest thereon from the 2nd. day of January 1855 until paid and the costs \$3.12  
1868 Octo. 20th. Cr. by \$95.00

Teste

*Dec 25*

*John M. Rizer* C.C.

Virginia: In the Clerk's Office of the Circuit Court of Washington County.

*No. 8.*  
D.C. Cumming's surviving partner of the firm of Lynch Cummings & Co for the benefit of W.M. Hopkins Admr. of J.C. Baltzell decd. Plt.

vs

In Debt

Robert J. Caldwell Admr. of John S. Caldwell decd. Deft.

Judgment ~~confessed~~ at the April term 1869 for the sum of \$115.09 with legal interest thereon from the 18th. day of October 1862 until paid and the costs \$3.12.

Teste

*Dec 25*

*John M. Rizer* C.C.



Virginia: In the Clerk's Office of the Circuit Court of Washington County.

720 49  
D.C. Cummings surviving partner of the firm of Lynch Cummings & Co.  
for the benefit of W.M. Hopkins Admr. of J.C. Baltzell decd. Plt.

VS

In Debt.

Saml. C. Caldwell Admr. of J.L.G. Edmondson decd. Deft.

Judgment at the April term 1869 for the sum of \$38.58  
with legal interest thereon from the 4th. day of January 1860  
until paid and the costs \$3.12

Teste,

for 25<sup>th</sup>

John M. Negeer C.C.

Virginia: In the Clerk's Office of the Circuit Court of Washington County .

720 50  
D.C. Cummings surv'g. partner of the firm of Lynch Cummings & Co.  
for the benefit of W.M. Hopkins Admr. of J.C. Baltzell decd. Plt.

VS

In Debt.

Saml. C. Caldwell Admr. of J.L.G. Edmondson decd. Defts.

Judgment at the April term 1869 for the sum of \$36.75 with  
legal interest thereon from the 2nd. day of June 1862 until paid  
and the costs \$6.12.

Teste

for 25<sup>th</sup>

John M. Negeer C.C.



Virginia: In the Clerk's Office of the Circuit Court of Washington  
County.

11  
D.C. Cummings suv. partner of the firm of Lynch Cummings & Co.  
for the benefit of W.M. Hopkins Admr. of J.C. Baltzell decd. Plt.

vs

In Debt. ~~Wm. D. D.~~

Phillip Anderson

Deft.

Judgment at the April term 1900 for the sum of \$22.24  
with legal interest thereon from the 30th. day of November 1905  
until paid and the costs \$3.12.

Teste

*John M. Page* C.C.

*for 25c*



Exhibits. Nos. 6, 7, 8, 9, 10,  
and 11-to John M. Kroger's  
Deposition.

*Filed pursuant to  
agreement,  
Octo 12-1844.  
C. J. Newman Secy*

*fee \$1.75*



Abingdon Va., May 19th 1886.

Chas .E.Baylor Esq.,

Boones Path, Lee Co., Va.

Dear Sir:-

Enclosed I hand you the will of Joseph C.Baltzell, deceased, together with statement of the amounts received by the Adm'rs.

I cannot find any settlement made by either Hopkins or A.H. Fulkerson of record.

The business partnership of Lynch Cummings & Co., showed a profit of \$46,746.40 on the 1st day of August 1872, on which day Sam'l W. Carnahan and John G. Kreger made a final settlement of the business 7/16 of which was D.C. Cummings ----- 20,457.55

7/16 of which was Jacob Lynch ----- 20,457.55

2/16 of which was Joseph C. Baltzell ----- 5,843.30

You will see that the \$4590.07 that was charged on the books of L.C & Co., to Joseph C. Baltzell and the \$1253.23 in notes turned over to A.H. Fulkerson Adm'r makes the sum of \$5843.30, his interest in the business.

The 350 or 400 acres of land was included in the balance of \$4590.07, valued at \$1000.00, also the notes in my statement turned over to Hopkins Adm'r amounting with interest to \$2716.31 was included, having been charged to Joseph C. Baltzell on the books of L. C & Co. You will see that Hopkins Adm'r is bound to account for the notes.

I find from the books or ledger (the day book having been burned) that in Dec'r 1862 Jos. C. Baltzell, charged himself with \$4343.03, which as D.C. Cummings surviving partner informs me was made up as he remembers, in the James P. Baltzell note dated



August 1st 1860, for \$1118.59. County bonds and money paid by him J.C.B. for negroes purchased by him of R.R.Preston, on the 1st of Jan'y 1883, the account of Jos.C.Baltzell was balanced, and showed as balance against him of \$66.21.

I have examined the Bank of Abingdon and have not been able to find any account.

I saw Col.A.Fulkerson but he could not give me any information, without referring to his books, and they were in Bristol, and I requested Maj.Wood to call on him and get what information he could.

The Col. informs me that the land money has been nearly all collected and distributed, and he also says that he has been trying to sell the N.Fork land, had an offer once \$1400.00, I think, but there was some difficulty about the lines, and after settling them by survey, the party declined to take it, he says it run out something over 400 acres.

It seems that L.C & CO have never made you a deed for the land. If you will give me the names of yourself and wife and her sister and husband, I know John B's name, I will have D.C.Cummings as surviving partner to make you a deed, it might save a suit for title.

The Guardian and Adm'r ought to account in some way for all that went into their hands, and if I was in your place I would call on A.H.Fulkerson Esq., and try to have a settlement with him before bringing suit against him. I have given Maj.Wood copies of the papers I send you, and he said he was going to write to you at once.



-3-

The Clerk's fee for copy of will is

1.00

And I think I ought to have

4.00  
\$5.00

Making five dollars in all. It has taken me some time to get up the papers.

If I can be of any further service to you, let me know, and I will give you or Maj. Wood any information I may possess.

Yours Truly,

John G. Kreger.

*A Copy from Letter Book*  
*John M. Kreger*  
*fee 50 cts*  
*for copy*



Exhibit "Baylor Copy"  
To Deposition of  
John M. Kreger on Cross  
Examination.

(245)

Received of Fulkerson &  
Page, through A. H. Fulkerson  
two hundred and seventy  
dollars (\$270<sup>00</sup>), amount  
of second payment on land  
plot. L. P. Fulkerson

State B. Care



Dr. J. H. H. H.  
H. H. H. H.  
H. H. H. H.  
H. H. H. H.

1/10

J B Fullerton  
Jennie Bayless  
& Sally H. Cor.  
to 3 Refs  
A H Fullerton  
for \$ 270.00

A. 1.

2



Received of A. H. Fulkerson,  
Administrator of J. C. Baltzell's  
Estate, Seventy seven dollars  
and thirteen cents (\$77  $\frac{13}{100}$ )

Sept. 20<sup>th</sup>/1885.

J. B. Fulkerson  
Pat & Co.

A. 2.

c



May 6<sup>th</sup> 1883 Received of  
H. J. McKenna Adm. of Est.  
Joseph C. Baltzell dec. forty  
Three dollars & sixty cts

Wm. D. Carr.

Write I have  
to Receipt

C

A. 3.



Received of J. H. Fulkerson Trustee &  
Administrator of The Est. of Joseph C. Bath  
yell Dec. five hundred dollars —  
~~thirty~~ 1882 State Court

Kate Carr

No, Receipt

\$500.

A. 4.

C.



May The 3<sup>rd</sup> 1883 Received of  
A. H. Fulkerson Guardian & Adm.  
of ~~J. B. Balytes~~ ~~est~~  
forty three dollars and sixty cts  
Jennie H. Bachelor

J. H. Bayles

To  
Receipt

Feb 13. 60

A. 35.

①



\$185<sup>00</sup>

Recd of Fulkerson & Page  
by A H Fulkerson  
one hundred and eighty  
five dollars

This Moral 13<sup>th</sup> 1884

R G Co  
State & Co.

N.Y. State

Gen.

22 Nov 185

185

C

A. G.



Received of Fulkerson &  
Page Thruh H H Fulkerson  
One hundred and eighty-  
dollars (\$180.<sup>00</sup>/<sub>100</sub>). Amount  
of first-payment on  
land sold

May the 5, 1883,

J. B. Fulkerson  
Deputy U. S. B. L.  
State & Burr

John Gung  
of Kent  
Fulke  
to B. G.

A. 7.

C.



Received of A. H. Fulkerson administrator  
of the estate of Joseph C. Bell  
deceased (and Trustee for me)  
the sum of five hundred dollars in  
full of the personal effects in said  
Fulkerson's hands due me from  
him as administrator and Trustee  
Sept 18<sup>th</sup> 1882 J. H. Fulkerson.

Jenny & John

Fullerons

Receipt

A. 8

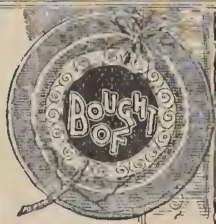


MANUFACTURER OF  
Saddles, Harness and Leather.

Boon's Path, Va., ..... 189



*Mo*



**C. E. BAYLOR,**

—DEALER IN—

**Clothing, Dry Goods, Notions, Groceries, Boots,**

Shoes, Hardware, Queensware and General Merchandise.

"THE BEST IS THE CHEAPEST."

TERMS.....

Great Southern Pkg. & Mfg. Co., Frederick, Md.

One day after date I bind myself to  
pay Jennie H Fulkerson Five Hundred Dollars for  
Val received Witness my hand & seal Sept 18/1884  
A H Fulkerson (Seal)

*Copy*

Sept 20th 1882 New York Creek 70.

A-8

e



Sept 18<sup>th</sup>. 83 Received of Mr. Feltner  
Adm. of J. C. Ballzells Est and  
Guardian Twenty Seven dollars  
& 1<sup>2</sup>/<sub>4</sub> Cts. it being our proportion  
part of the dower of Sally C  
Ballzells's Int.

Jennie H. Baylor.

Prot- of  
J. M. Taylor

C.

A. 9.



OFFICE OF

CHAS. E. BAYLOR,

DEALER IN

GENERAL MERCHANDISE,

MANUFACTURER OF SADDLES, HARNESS AND LEATHER.

Country Produce Bought and Sold.

Deen's Lath, Lee Co., Va., *March 31st 1884*

*Recd of A H Aulterson one  
Check on Bank of Abingdon  
for One Hundred Eighty Five  
Dolls being our Interest<sup>W</sup> note  
due March 1st/84 for one lease  
Land sold one W Goodson  
belonging to the Baetzell estate  
Chas. E. Baylor & Wife*

Recpt of  
C. B. Bayley M.

A. 10.

С. 100000

СЕРТИФИКАТ ВЕЧНОГО ПОДАРОК

С. 100000

С. 100000



Receipts of Mrs.  
Baylor & Mrs. Conn  
filed. by D. J. S.  
Married A. 1. to A. 10  
inclusive.

B. J. Duncan Com.  
March 30<sup>th</sup> 1897.

DUNCAN & HYATT,  
ATTORNEYS AT LAW,  
JONESVILLE, VIRGINIA.

All C,

283

74





Shingdon Va  
Feb 16<sup>th</sup>

Judge C. T. Duncan

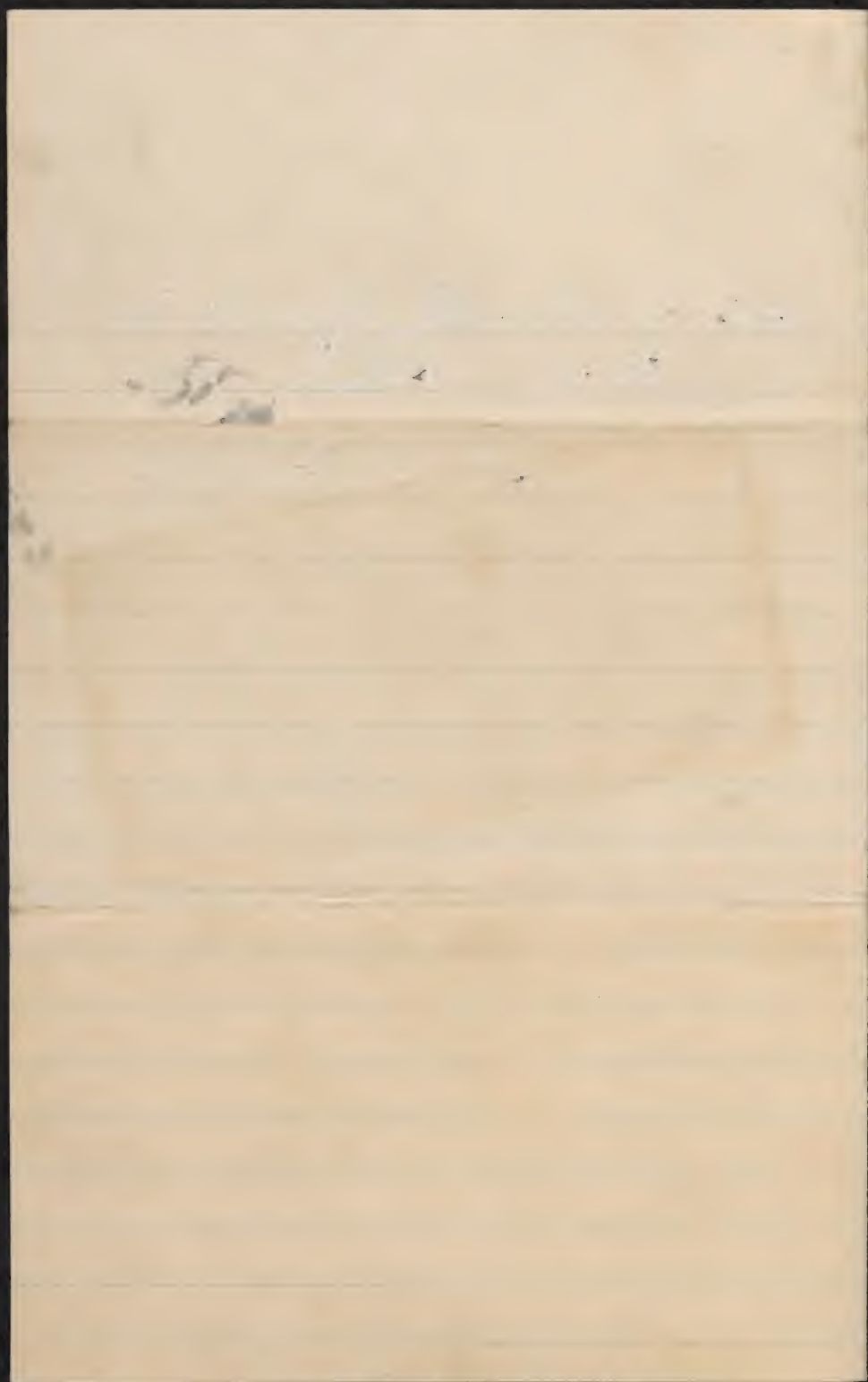
Dear Sir

I have

Searched my trunks  
over & over, & I Cant  
find the Certificate,  
I am sorry I Cant Come across  
it, though I dont know why  
it should be of any importance  
when you have my receipt  
showing I received it.

Respectfully

M. H. Roberts.





Received of A. H. Fulkerson administrator with  
the will annexed of Joseph C. Baltzell dec'd. This  
1<sup>st</sup> day of Augt 1873, Eight hundred (\$800-) dollars  
in full, of an allowance made to me in accordance  
with the will of Joseph C. Baltzell dec'd.

Mary A. Hopkins.

Mary H Hopkint

To } I receive

\$ 800.

Exhibit

no 1 with  
Mrs Robert depo-



Received of A. W. Fulkerson adm<sup>r</sup>  
of Joseph C. Baltzell dec<sup>d</sup> five hun-  
dred dollars in part payment of  
an allowance made in accordance  
with the will of said Joseph C. Baltzell  
dec<sup>d</sup> for nursing him during his last  
illness. Given under my hand this  
22<sup>nd</sup> day of January 1872.  
Mary H. Hopkins

M. H. Hopkins

x 2.

to } Receipt

A. H. Fulkerson

Adms of  
J. C. Baltzell  
\$500.

No. "2."

with Depo. of  
Mr. Mary H. Roberts

2 tickets no 2 with  
Mrs Robert's depositions



1872

Joseph C. Baltzell Est

In ac<sup>t</sup> with Mrs Mary A. Hopkins.

To allowance by commissioners appointed  
in accordance with the will of  
Joseph C. Baltzell dec<sup>d</sup>

\$800.00

Credits

Per By cash of A. H. Fulkerson \$500.00

Per By cash note of Mrs M. C. Hopkins 113.84

Per By notes of C. M. Colley

33.55

\$647.39

\$800.00

\$647.39

\$152.61

Bal due:

Total

\$152.61

\$180.50

\$ 8.62

\$341.73

Mr Higgins at

Exhibit No 3. with  
Deposition of  
Mrs Mary H Roberts,



# A. H. Fulkerson

In asc with W. M. McFistins

|           |  |                |
|-----------|--|----------------|
| 1866      |  |                |
| Octo 22.  | To cash paid Taxes 1865                                  | \$1.40         |
| 1868      |  |                |
| May 25.   | To cash paid Taxes for 1866-67                           | 6.67           |
| 1869      |  |                |
| April 27. | To cash paid for dividing Baitzell Land                  | 8.88           |
| " "       | To cash paid, Taxes 1868                                 | 6.67           |
| " "       | To cash paid for clover seed                             | 36.00          |
| Nov 15.   | To cash paid Com. of rev. for transfer of land (1 share) | 1.75           |
| Dec 21.   | To cash paid W. S. Ryburn (sheriff) out of pocket        | 4.00           |
| 1870      |  |                |
| Jan 24.   | To cash paid, Taxes 1869                                 | 4.65           |
| 1871.     |  |                |
| April 24. | To cash paid, Taxes for 1870                             | 8.60           |
| Octo 23.  | To cash paid Taxes for 1871                              | 6.45           |
| 1872      |  |                |
| March 1.  | To cash paid Taxes for 1871                              | 2.15           |
|           | Per. credits   |                |
| 1869      |  |                |
| April 1.  | Per By sale of rent oats                                 | \$17.85        |
| 1870      |  |                |
| March 5.  | Per By sale of rent corn                                 | 12.75          |
| April 15. | Per By 40 bus. rent oats @ 35¢ per bus.                  | 14.00          |
| 1871      |  |                |
| April 24. | Per By sale of rent oats                                 | 8.50           |
| Sept 1.   | Per By 15 bushels of rent wheat                          | 15.00          |
| 1872      |  |                |
| May 27.   | Per By sale of rent oats                                 | <u>\$60.50</u> |
|           |  | <u>\$78.60</u> |
|           | Per. debits  |                |
|           |  | <u>\$87.22</u> |
|           |  | <u>\$87.22</u> |
|           |  | <u>\$78.60</u> |
|           |  | <u>\$ 8.62</u> |

No 4 with  
Deposition of  
Mrs Mary H Roberts

Wm. H. Roberts

165

165



A. H. Fulterson

1872

In asc with W. M. Hopkins

June 20. To Board of daughters Jennie & Kate  
from 15<sup>th</sup> of Augt 1870 to 20<sup>th</sup> of June  
1872. say 22 months, at (\$8) eight  
dollars each per month

\$352.00

Credits.

|                            |          |
|----------------------------|----------|
| By 1 bus. dried peaches    | \$3.00   |
| " 6 old hams               | 20.00    |
| " 2 bus dried apples       | 3.00     |
| " 30 lbs coffee @ 30¢      | 9.00     |
| " 2 cakes Maple sugar      | 2.50     |
| " Sugar of Hurts           | 2.00     |
| " 1 boys pattern           | 2.00     |
| " cash sent Mary by mail   | 10.00    |
| " cash " " "               | 10.00    |
| " cash paid Mary           | 10.00    |
| " cash sent Mary by mail   | 50.00    |
| June 20. By cash paid Mary | 50.00    |
|                            | <hr/>    |
|                            | \$171.50 |

\$352.00

\$171.50

---

\$180.50

W M Hopkins, Dec

8/8052

No. 57 with depo  
sition of Mrs Mary  
H Roberts.



Recd of Am A. H. Feltkensen forty Dollars  
Am recd. by Feltkensen for current session  
Jan 22<sup>nd</sup> 1872

S. D. Stinson

S. S. Stuart -

Receipt \$4.00

No. 6. filed

with H. S. Pristner

Depos.



In herewith  
S. D. Sturges

Sep-13-1871

To Ticket of Passage  
in Intermid. Dept. \$40.00

Ticket Port in  
Primary Dept. 24.00

Fare for Both. 12.00

---

76.00

To Buy. Cash. 40.00

---

\$ 36.00

Nov 20th 1872

Ed pay me

S. D. Sturges

Accounts of  
Receipts,  
S. D. Hunt,

No. 7 filed  
with Report of  
H. S. Preston



Mr.

J. B. J. A. S. K. Alderson

Tax in Washington County for 1870.

Revenue—Personal property, \$

School Tax \$1.00,

Salary,

Income,

, &amp;c., }

Land,

71 1/4

100 per cent. on Personal Property,.....

County levy, { 100 per cent. on land tax,.....

Titheables, 50 cents each,.....

Received payment.

State tax.

County levy.

4 30

4 30

8 60

J. B. J. A. S. K. Alderson

J. J. A. H. V. R. ~~Thompson~~  
Fulkerston \$8.50

"8"

W. H. H. H. H.  
No. 100



166 MR. *J.B. & S.R. Fulkerson* .....

Tax in Washington County for 1871.

State tax.

County levy.

Revenue—Personal property, \$

School Tax \$1.00,

Salary,

Income,

, &c.,

Tract Land,

*71 99*

*3 58*

{ 40 cents on the \$100 worth Personal Property.....

County levy, { 40 cents on the \$100 worth of land.....

*2 87*

{ ..... Titheables, 50 cents each,.....

\$

*3.58*

\$

*2.87*

5 per cent. for collecting,

Received payment,

*Jan 20 1872*

*Kendall*





MR. *J. B. Fulkerson & S. H.*

Tax in Kinderhook Township for 1871.

..... Titheables,.....

Personal property, \$.....

Salary \$.....,

Income \$.....,

Tract of Land ..... Value \$ *7.14*...

} *30* Cents on the  
\$100 worth.

|                |  |
|----------------|--|
| <i>2.15</i>    |  |
| \$ <i>2.15</i> |  |

Received payment,

*[Signature]*  
Township Collector.

J. B. Fullerton & S. N.  
2415-

" 100"

48  
18  
10 1/2  
240  
35-  
8.75



C. M. McLaugh & Co

C. M. McLaugh & Co,

C. @ Duncan McLaugh

off H.

C. @ Duncan McLaugh

2 y/h

2 y/h

Treasury Department,  
OFFICE OF COLLECTOR OF INTERNAL REVENUE.

LYNCHBURG, VA.

OFFICIAL BUSINESS.

Penalty for private use \$300.

Exhibits filed  
with Deposition  
Mrs Mary A Ros

C. J. Dune

Co

and 677 vs  
Prestons de

~~Co, J. M. M. C. Dune~~

Two hundred

One



Baylors Karr,

Fulkerson adm.

Hatcher et al v. Hall et al 77. 0<sup>th</sup> 573.

Wessler 2 Craigs adm. 80 " 22

Jeffries 2 Southwest Va 88. " 86 ~~E~~  
Improvement Co.

as to diligence see foot of P. 871

and as to diligence see P. 872

is full & strong -

~~4th. Memo for J. Nelson v. Carrington.~~

~~Fig 6 note P 332~~

Coles adm v. Ballard 78<sup>th</sup> Va 139  
This case does not bear on the  
question here the interest on the  
bond of 1844 had been regularly  
demanded & paid for 28 years up to  
within 5 years of suit at law  
and it was not barred by  
limitation.

Encyclopedia

Page 534. Laches.

4th. Peter only decides that equity  
will not enforce a state claim



At a court continued and held  
for Washington County the 26<sup>th</sup> day of  
June 1867

James O Butzell et als Compts {  
vs { in Chancery  
Sally D Butzell et als Defts {

This cause came on this 26<sup>th</sup> day  
of June 1867, to be again heard  
upon the papers formerly read;  
And it appearing from a writing  
filed in the papers that B.F. Fry  
has purchased the interest of W.K.  
Heiskell in the proceedings men-  
tioned, and has executed a con-  
veyance therefor to the said B.F. Fry,  
it is ordered by consent, that the  
report of the commissioners making  
partition of said land, be and  
the same is affirmed, and  
that it be recorded in the deed  
book in the clerk's office of the  
County Court of Washington County,  
It is further ordered that the parties  
hold the parcels of land allotted  
to them severally, free from  
the claims of each other, the  
said Fry holding two over



interest and that purchased from  
the said Huskell, and it is  
further ordered that the said B. F.  
Fry pay the costs incurred by W. H.  
Huskell, including Twenty five  
dollars to John W. Johnston as an  
attorneys fee, and that the other  
costs be equally paid by the other  
parties besides the said Huskell.

A Copy  
R. P. Cummings & Co

James C. Baltzell et al  
vs  $\frac{6}{3}$  Order

Jacobi D. Baltzell et al

A copy

Thu  $\frac{257}{100}$

6. A.

Copied



John G. Kregar Executor of Joseph C. Battelle,  
deceased.

In account with the Estate

|                 |  |           |           |
|-----------------|--|-----------|-----------|
| 1866<br>July 23 | For this amount recd of Mrs. Lallie D<br>Battelle in U. S. Currency  | 281       |           |
|                 | " this amount of Silver of same  | 480       |           |
|                 | " Premium on Silver at 30¢   | 144       |           |
|                 | " this amount in Old State Bank<br>money on different Bonds \$415 <sup>00</sup><br>of same, which brought in United<br>States Currency | 415 00    |           |
| 1866<br>July    | By this amt paid Wm Hopkins &<br>Adair in U. S. Currency   | 281       |           |
|                 | " this amt silver paid same  | 480       |           |
|                 | " premium on silver paid same  | 144       |           |
|                 | " this amt p <sup>d</sup> same in old State<br>Bank paper  | 415 00    |           |
|                 |  | \$ 702 24 | \$ 702 24 |



Jno. G. Kreger Exon  
of Jos. Baetzell

Copy of Account

Exhibit No. 1  
To Jno. McKreger's  
Deposition



VIRGINIA, IN THE CIRCUIT COURT OF WASHINGTON COUNTY.

Warren M. Hopkins &c

Complainants,

-vs-

In Chancery

John S. Kendrick & Wife et al

Defendants,

TRANSCRIPT FROM RECORD.

Be it remembered that heretofore, to-wit, at Rules held in the Clerk's Office of the ~~Circuit~~ <sup>County</sup> Court of Washington County on the first Monday in March 1872, came the Complainants Warren M. Hopkins and Mary H. Hopkins, his wife, by their counsel and filed in the Clerk's Office of the said Court their bill in Chancery against John S. Kendrick and Catherine F. Kendrick, his wife, B. F. Frye and Sallie J. Frye, his wife, John B. Fulkerson, Jensey H. Fulkerson, Sallie K. Fulkerson, Addie Baltzell and Daniel Trigg, Trustee of Wm. King Heiskell, dec'd, which said Bill is in the words and figures following, to-wit:--

(Original Bill.)

To the Hon. R. M. Page Judge of the County Court of Washington County, Virginia:--

Humbly complainaing your orator Warren M. Hopkins and oratrix Mary H. Hopkins, his wife, show and represent unto your Honor that Mrs. Sallie Baltzell the mother of your oratrix Mary H. Hopkins, was the widow of David Baltzell dec'd, and that out of the lands of the said Baltzell there was assigned the said widow as dower the following described tract or parcel of land situated in said County of Washington, Virginia, and bounded as follows:--Beginning at a white oak and chestnut stump at the foot of a hill, a corner to Fleenor's land, thence with the said Fleenors line N. 6-1/2 W. 150 poles to a poplar on the east side of a road, N. 6-1/2 E. 53-1/2 poles to a stake on Fleenor's line, a corner to No. 2.



(meaning the parcel numbered 2 in the partition of the lands outside ~~of~~ the dower), thence with the same N.18-1/2 W. 73 poles to a stake, a hickory and two sour-wood pointers, a corner to No.3 (meaning the parcel numbered three in said partition) thence with it S.84-1/2 W. 88 poles to a small gum and sourwood in a hollow, a corner to No.4 (meaning the parcel numbered 4 in said partition), thence with the same S.3 W. 123-1/4 poles to a large spanish oak in a hollow, S.14-1/2 E. 73-1/2 poles to a stake North of a pond, a corner to No.7 (meaning the parcel numbered 7 in said partition), thence with it S. 20 E. 47 poles crossing the pond and the Reedy Creek Road to a stake on Goodman's line, thence with it N.85-1/2 E. 56 poles to the beginning, and containing 120 acres more or less.

Your orator and oratrix further show that the said Sallie Baltzell has recently died and this land under the statute descends to the heirs at law of the said Baltzell, dec'd and who died intestate; said heirs being your orator and wife the said Mary H. formerly Mary H. Baltzell, John S. Kendrick and wife, Catherine F. Kendrick formerly Catherine F. Baltzell, Benj. F. Frye and wife, Sallie J. Frye, formerly Sallie J. Baltzell, John B. Fulkerson, Jensey H. Fulkerson and Sallie K. Fulkerson, who are minor children of A. H. Fulkerson and Henrietta Fulkerson formerly Henrietta Baltzell, and now deceased, Addie Baltzell, minor daughter of James P. Baltzell now deceased, William Baltzell and Joseph C. Baltzell both of the latter are dead having died since the death of their father David Baltzell, William Baltzell before his death sold his interest to Wm. King Heiskell who also died, but who before his death made an assignment of all the estate both real and personal to Daniel Tring as Trustee, and the said Joseph C. Baltzell made a will and



devised his interest in said lands to the three minor children *and Henrietta* of A.H. Fulkerson named above. It will be seen that there are seven interests in said dower, your orator and wife representing and entitled to one interest, John S. Kindrick and wife representing and entitled to one interest, B.F. Frye and wife representing and entitled to one interest, John B., Jensey *H* and Sallie K. Fulkerson representing and entitled to two interests, one in the right of their mother Henrietta and the other by and under the will of their uncle Joseph C. Baltzell, Addie Baltzell representing and entitled to one interest in right of her father James P. Baltzell, and Daniel Trigg Trustee of Wm. King Holtskell representing and entitled to the interest of Wm. Baltzell by purchase as aforesaid.

Your orator and oratrix further show to your Honor that since the death of Mrs. Baltzell no one having an interest has charge or control directly of said parcel of land. The tenant in possession under her is still in possession and will perhaps remain until there is some disposition of the premises. They further show that said parcel of land cannot be divided among those interested so as to make any interest of much value, and the same can only be equally distributed among the heirs by a sale, and division of the proceeds. They further represent that it is important to have the sale made at an early a day as possible, as the premises not being directly under the control of anyone, will of necessity depreciate in value. Of the parties named above your orator and oratrix and Daniel Trigg Trustee are residents of Washington County Virginia, John B., Jensey H. and Sallie K. Fulkerson minors, the first John B. being 14 years of age but under 21, *years* the other two Jensey H. and Sallie K/ are under 14



years of age, are residents of Lee County, Virginia; John S. Kindrick and wife Catherine F. are citizens of the State of Kentucky; B. F. Frye and wife Sallie J. are citizens of the State of Texas; and Addie Baltzell a minor under 14 years of age is a citizen of the State of Georgia.

The prayer of your orator and oratrix is that the parties named above be made parties defendant to this Bill and all be required to answer the same as required by law; that subpoenas to answer be issued <sup>for</sup> to the resident, and publication be made as to the non-resident defendants; that a guardian ad litem be appointed for the said minor children; that commissioners be appointed if necessary <sup>to report</sup> whether said land is susceptible of division or not, and if not they pray that your Honor decree the same to be sold on such terms as may be for the best interests of all concerned, and that the proceeds of the sale be equally distributed amongst those entitled thereto, after however paying all necessary expenses of this suit. Your orator and oratrix pray for general relief. And in duty bound will ever pray &c.

York & Fulkerson, p. q.

-----  
Process.

The Commonwealth of Virginia:-

To the Sheriff of Washington County--Greeting:--

We command you to summon John S. Kindrick and wife, Catherine F. Kindrick, Benj. F. Frye and wife, Sallie J. Frye, John B. Fulkerson, Sallie K. Fulkerson, Addie Baltzell, Daniel Trieg Trustee of Wm. K. Heiskell, Jensey H. Fulkerson to appear before the Judge of the County Court of Washington County at the Court House, in the Clerk's Office, at March Rules next to answer a bill in chancery.



exhibited in our said Court against them by Warren M. Hopkins and Mary H. Hopkins his wife. And have then there this writ. Witness, Wm. G. C. Lowry, Clerk of our said Court, at the Court House, this 28th day of February, 1872, in the 96th year of the Commonwealth.

David C. Cummings, D. C.

-----  
Endorsed on the back.

Not executed, the within parties not being found in my County, this 5th day of March 1872.

N. A. Callahan D. S. for

John D. Cosby, S. W. C.  
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The Commonwealth of Virginia,

To the Sheriff of Washington County--Greeting:--

We again command you to summon John S. Kindrick and wife Catherine F. Kindrick, Benj. F. Frye and wife Sallie F. Frye, John B. Fulkerson, Sallie K. Fulkerson, Addie Baltzell, Daniel Trigg Trustee of W. K. Heiskell and Jensey H. Fulkerson to appear before the Judge of the County Court of Washington County <sup>in the clerk's office</sup> at the Court House, at April Rules next to answer a bill in Chancery exhibited in our said Court against them by Warren M. Hopkins and Mary H. Hopkins his wife. And have then there this writ. Witness, Wm. G. C. Lowry, Clerk of our said Court, at the Court House, this 13th day of March, 1872, in the 96th year of the Commonwealth.

David C. Cummings D. C.

Endorsed on the back.

Executed by delivering a true copy of the within summons to John B. Fulkerson, Jenny H. Fulkerson, Sallie K. Fulkerson and Daniel Trigg Trustee of Wm. King Heiskell, not executed on John Kindrick and others they being non residents of Washington County. March



15th 1872.

John D. Cosby, S.W.C.

-----  
Order of Publication.

VIRGINIA:-- At Rules held in the Clerks Office of the County Court of Washington, on the 4th day of March, 1872:

Warren M. Hopkins and Mary H. Hopkins his wife      Complainants  
against

John S. Kindrick and wife Catharine F. Kindrick,, Benj. F. Frye and wife Sallie J. Frye, John B. Fulkerson, Jensey H. Fulkerson and Sallie K. Fulkerson, Addie Baltzell and Daniel Trigg Trustee of Wm. King Heiskell      Defendants.

I N   C H A N C E R Y .

The object of this suit is to partition the dower interest of Mrs Sallie Baltzell, dec'd, in the hands of her late husband, or to obtain a decree for the sale, and to distribute the proceeds of the sale equally among those entitled thereto: And it appearing by satisfactory evidence that the defendants John S. Kindrick and wife, Catherine F. Kindrick, Benj. F. Frye and wife, Sallie J. Frye and Addie Baltzell are non-residents of this Commonwealth, it is ordered that they appear here within one month after due publication of this order, and do what is necessary to protect their interest in said suit.

David C. Cummings D.C.

A Copy,    Teste:-

March 8th 1872.

David C. Cummings D.C

Virginia: Washington County, to-wit:-

I do hereby certify that the annexed notice has been pub-



lished four weeks sucessively, ending March 20th 1872, in the "Abingdon Virginian", a newspaper published in the Town of Abingdon, Va. Given under my hand this 3rd day of April, 1872.

Geo.R.Barr, p.Ed. "Virginian".

-----

Answer of C.S.Bekem G.A.L. filed June 26th, 1872.

The answer of John B., Jensey H. and Sally K. Fulkerson minor children of A.H.Fulkerson and Henrietta his wife--and Addie *by their Guardian ad Litem Chas. S. Beckem Esqr.* Baltzell minor daughter of James P.Baltzell dec'd to the Bill exhibited in the County Court of Washington County against them and others as defendants, by Warren M.Hopkins and wife Mary H. his wife as Complainants.

And your respondent as Guardian ad Litem for said minors saving and reserving the usual benefit of all just exceptions to said Bill of complainat for answer thereto saith, that as he is informed and believes, all the statements in said bill relative to the tract or parcel of land therein described, as the dower interest of Mrs.Sallie D.Baltzell in the lands of her husband David Baltzell dec'd are true, and the statements as to the respective interests in said land are true as stated, as respondent is informed and believes.

It is true that Mrs.Sallie D.Baltzell is dead, and that it is important to all interested that a partition of said land should be made, either by actual division or by sale and division of proceeds of sale; but whether it can be divided so as to give each their share in kind, or whether it can be divided only by sale, this respondent does not know, and suggests that commissioners be appointed to examine the premises and report upon this point.



In all matters that may arise in the progress of the cause in any way affecting the interests of the said minors your respondent respectfully submits their rights to the care and protection of the Court.

And now having answered said bill, so far as he thinks it material or necessary for him to answer, Respondent prays to be hence dismissed with reasonable costs to said minors.

And in duty bound will ever pray &c.

C. S. Beken.

Sworn to before me by C. S. Beken this 26th day of June 1872.

Wm. G. G. Lowry, C. C.

-----  
Answer of John B. Fulkerson filed July 23rd 1872.

The separate answer of John B. Fulkerson to the Bill of complaint of Warren M. Hopkins and wife exhibited in the County Court of Washington County Virginia against him and others.

The respondent saving and reserving the usual benefit of all just exceptions to said bill of complaint, for answer thereto or so much as he believes is necessary for him to answer, says: that he is the son of A. H. and Henrietta Fulkerson, and that his mother Henrietta is dead, as stated in said bill, leaving him and his two sisters Jensey H. and Sallie K. her only children. It is true as stated in the bill that respondent is over 14 years of age and under 21, and also true that he and his two sisters named are entitled to the share of their mother in the dower lands described in the bill, and also entitled to the share of their uncle Joseph C. Baltzell now dec'd, under and by virtue of his last will and testament.



Respondent does not know certainly whether said land can be divided or not, but suppose it cannot, so as to promote the interest of all those claiming it, there being, as respondent is informed, seven shares or interests. Respondent will state that if competent commissioners, after examining said land shall say that it cannot be advantageously divided, and that it will be the best to sell the same for distribution, then respondent gives his consent fully and cheerfully, that the Court order the sale to be made, and on such terms as will produce a fair price.

Respondent knows no other statement in said bill that is necessary for him to answer, and now having answered said bill so far as he believes it is material or necessary for him to answer, prays to be hence dismissed with his reasonable costs in this behalf expended. And in duty bound will ever pray &c.

Virginia Lee County, to-wit:-

Before me Lee S. Fulkerson a Justice of the Peace for said County and State personally came John B. Fulkerson and made oath in due form of law that the statements in the foregoing answer are true to the best of his knowledge information and belief. Given under my hand this the 11th day of July 1872.

Lee S. Fulkerson, J.P.

-----  
Decree of July 24th 1872.

At a County Court continued and held for Washington County at the Court House thereof July 24th 1872.

Warren M. Hopkins and wife

Complainants,

-vs-

In Chancery.

John S. Kindrick & Wife & others

Defendants.



It is ordered that Chas S. Bekem Esq be and is hereby appointed Guardian ad Litem of John B. Jensey H. and Sallie K. Fulkerson minor children of A. H. Fulkerson and wife Henritetta Fulkerson, and Addie Baltzell minor daughter of James P. Baltzell, and that he have leave to file his answer as such Guardian ad Litem, which is accordingly done.

And this cause coming on to be heard on the bill of complainants, the answer of the guardian ad litem for the minor defendants, and it appearing to the Court that process has been regularly served upon Daniel Trigg, Trustee &c and publication having been made as required by law, as to B. F. Frye and wife Sallie J., and John S. Kindrick and wife Catherine F. the non-resident defendants, and they not appearing to plead answer or demur to said bill, the same is taken as to them for confessed, and judgment pro confesso is hereby entered against them, and it appearing to the Court that before any decree can be made for partition of the lands in the bill mentioned, commissioners will have to be appointed to go upon said lands and after examining the same to make report whether they can be divided, or whether a sale will have to be made for partition. It is ordered by the Court that Isaac A. McQuown Surveyor, D. C. Bradley and Wm. R. Rhea be appointed commissioners for this purpose. And they shall go upon said lands examine them, and report in writing to the next term of this Court whether the land is susceptible of division or not, and whether it would be most to the interest of the parties, there being seven shares or interests, for the land to be divided and each to take their interest in kind, or whether it would be most to their interest to have the said lands sold and the proceeds of sale divided. And this cause is continued.



Report of Commissioners filed August 12th 1872.

Pursuant to an order made by the County Court of Washington on the 24th day of July 1872 and to us directed, we have this day met in pursuance to said order and taken the matter into consideration as to which would be the most beneficial to the parties concerned in the land laid off by us to Mrs. Baltzell dec'd the widow of David Baltzell, her dower in the David Baltzell tract of land, and we after consulting and taking into consideration the difficulty of dividing the land to suit the parties concerned, we agree that it would be better for the parties to sell the land, and we render the above as our report, this 5th day of August 1872.

W.R.Rhea,

D.C.Bradley,

Isaac A. McQuown.

-----  
Decree of Aug. 27th 1872.

At a County Court continued and held for Washington County at the Court House thereof August 27th 1872.

W.M.Hopkins and wife

Plaintiffs,

-vs-

In Chancery.

John S. Kindrick & Wife & others

Defendants.

This cause came on to be heard again this the 27th day of August 1872, upon the papers formerly read, the former orders and decrees, and upon the report of W.R.Rhea, D.C.Bradley and I.A. McQuown, the commissioners under the decree of 24th of July 1872, and filed by them the 12th day of August 1872, to which report there is no exception, and was argued by counsel: On consideration whereof, the Court doth approve and confirm said report. And it appearing from said report that the land in the bill men-



tioned and described as the dower interest of Sallie D. Baltzell in the lands of her husband David Baltzell, dec'd, is undivisible in kind, and that the interest of all concerned will be promoted by a sale; the Court doth order, adjudge and decree that the same be sold for partition, and for the purpose of making said sale U.L. York and A. Fulkerson are hereby appointed commissioners, and that they or either of them are authorized to make said sale, after having advertised the time, place and terms in one or more newspapers published in the County, once a week for twenty days, and also by posting notices at, at least, two public places in the County; and that said commissioners or either of them make said sale of said tract or parcel of land on the premises, at public auction to the highest bidder on the following terms, to-wit:- Cash in hand sufficient to pay the costs of this suit and the expenses of sale, and the residue on a credit of one, two and three years in equal installments, taking from the purchaser bonds with good personal security for the deferred payments, and the title to be retained until the further order of the Court. And said commissioners or either of them that may act under this decree is requested to report their or his proceedings to the next term of this Court, to which time the cause is continued.

-----  
Commissioners' Report. *Filed Oct 28<sup>th</sup> 1872.*

W.M. Hopkins and wife,

-vs-

J.S. Kindrick et als,

To R.M. Page Judge of the County Court of Washington County:-



The undersigned commissioners appointed by a decree of your Honor's Court to sell the dower interest of Sallie D. Baltzell, dec'd, in a tract of land lying and being in said County, for partition, respectfully show, that on the 21st day of September 1872, pursuant to advertisement, A. Fulkerson one of said commissioners went upon said dower interest and exposed to sale, Warren M. Hopkins being the highest bidder, became the purchaser at the price of \$2700.00, of which amount the said Hopkins paid cash for costs and commissions the sum of \$112.50, and for the balance \$2587.41 he executed his bonds payable in equal annual installments of one, two and three years, interest from date, with R. E. Gray as security, and vendors lien retained.

|                                       |               |
|---------------------------------------|---------------|
| To amount received cash in hand ----- | 112.50        |
| By amt paid Coale & Barr printing     | 12.50         |
| " " " Co. Ct. Clerk to Sep. 23/72     | 9.00          |
| " " " Sheriff Fees                    | 2.00          |
| " " " C. S. Becken G. A. L.           | 5.00          |
| " " " I. C. Fowler printing notice    | 5.00          |
| " " " State writ tax                  | 1.00          |
| " " " Att'ys fee to York & F.         | 15.00         |
| " " " Paid Y & F Com's on \$2700.     | 63.00         |
|                                       | <u>112.50</u> |

All of which is respectfully submitted, this the 26th day of October, 1872.

U. L. York

A. Fulkerson,

Commissioners.

Decree of Octo. 28th 1872.

At a County Court continued and held for Washington County at the Court House thereof October 28th 1872.



W.M.Hopkins & Wife

Complainants,

-vs-

In Chancery.

John S.Kindrick & wife &c

Defendants.

U.L:York and A.Fulkerson appointed commissioners by a decree of this Court, to sell the dower interest of Sallie D.Baltzell in a tract of land lying and being in this County, have returned their report that they sold the same, it is ordered that said report be filed and the same is accordingly done.

-----

Decree of November 26th 1872.

At a County Court continued and held for Washington County at the Court House thereof November 1872.

Warren M.Hopkins and wife Mary H.

Complainants,

-vs-

In Chancery.

Jno.S.Kindrick & Catherine F. and others

Defendants.

This cause coming on to be further heard on this the 26th day of November 1872, upon the papers heretofore read, the former orders and decrees, and the report of sale by the commissioners U.L.York and A.Fulkerson filed October 28th 1872: And said report being unexcepted to, the Court doth order, adjudge and decree that the same be, and is hereby in all things confirmed, and that the said commissioners, upon application of the purchaser Warren M.Hopkins, and the payment to them of a fee of \$5.00, make to him a deed with special warranty for the tract of land mentioned and described in the pleadings, and in said report, retaining upon the face of said deed a lien for the unpaid purchase money.

It is further ordered by the Court that said commissioners after giving bond before the Clerk of this Court as the law



directs, proceed to collect the purchase money as the same falls or becomes due, and report their action to this Court, and this cause is continued.

-----  
Decree of Jan'y 6th 1875.

At a Circuit Court continued and held for Washington County at the Court House thereof January 6th 1875.

Warren M. Hopkins and wife

Complainants,

-vs-

In Chancery

Jno. S. Kindrick & wife & others

Defendants.

In this cause the death of Warren M. Hopkins is suggested *admitted and* it appearing to the Court that he was the purchaser of the ~~land~~ land in the bill and proceedings mentioned, and executed his notes with R. E. Gray as security for the purchase money and that the said notes have not been paid, and that a lien was retained upon the land for the payment of the purchase money, it is ordered by the Court that Andrew Hopkins a non-resident of the State and William Miller and wife *formerly Amelia M. Hopkins* ~~Miller~~ are the heirs at law of Warren M. Hopkins dec'd, and the security R. E. Gray be summoned to appear on the first day of the next term of this Court and show cause if any they have why the tract of land purchased by the said Warren M. Hopkins and described in the bill &c as the "Sallie D. Baltzell Dower" shall not be resold for the purchase money.

-----  
Rule.

The Commonwealth of Virginia,

To the Sheriff of Washington County, Greeting:--



We command you to summon A.C.Hopkins, Wm. Miller, Amelia M. Miller and R.E.Gray to appear before the Judge of the Circuit Court of Washington of Washington County, at the Court House, ~~in~~ on the first day of the next May term of this Court and show cause, if any they have, why the tract of land purchased by Warren M.Hopkins and described in the Bill &c, as the "Sallie Baltzell Dower" shall not be re-sold for the purchase money. And have them there this writ. Witness, L.T.Cosby, Clerk of our said Court, at the Court House, this 7th day of February 1876, in the 100th year of the Commonwealth.

Lewis T.Cosby, C.C.

Endorsed on the back.

Executed April 3rd 1876 by delivering a copy of the within Rule to each of the within named parties.

Robt.S.Lowry D.S. for

Jno.D.Cosby, S.W.C.

-----  
The Commonwealth of Virginia,

To the Sheriff of Washington County, -Greeting:-

We command you to summon A.C.Hopkins, Wm. Miller and Amelia M.Miller and R.E.Gray to appear before the Judge of the Circuit Court of Washington County, at the Court House on the first day of the next May term of this Court and show cause, if any they ~~can~~ have, why the tract of land purchased by Warren M. Hopkins and described in the Bill &c as the "Sallie D.Baltzell Dower" shall not be re-sold for the purchase money. And have them there this writ. Witness, L.T.Cosby Clerk of our said Court, at the Court House, this 7th day of February 1876, in the 100th year of the Commonwealth.

L.T.Cosby, C.C.



Endorsed on the back.

I accept legal service on the within Rule.

A.C.Hop ins.

Charlestown W.Va., Feb'y 9, 1876.

-----  
Decree of Octo. 4th 1876.

At a Circuit Court continued and held for Washington County at the Court House thereof October 4th 1876.

Warren M. Hopkins and wife, Complainants,

-vs-

In Chancery

John S. Kindrick & wife and others Defendants,

It appearing to the Court that a Rule has been awarded and executed on A.C. Hopkins, William Miller and Amelia Miller his wife who are the heirs at law of Warren M. Hopkins, dec'd, the purchaser of the land in the proceedings mentioned, and on R.E. Gray his surety on the purchase money bonds, for them to appear on the first day of the May term of this Court 1876, and show cause if any they have why the land purchased by Warren M. Hopkins and described in the bill as the Sallie D. Baltzell dower should not be re-sold for the purchase money, and they having failed to appear on the said first day of the May term 1876 and show cause why the said land should not be re-sold and they still failing to appear and show any cause why the re-sale should not be made, it is ordered by the Court that Special Commissioners A. Fulkerson and U.L. York shall within twenty days from the rise of this Court, which time is allowed the parties above named, or any of them to pay the purchase money now due upon said land, proceed to sell said land in front of the Mayor's Office in the town of Goodson, Washington County, Virginia at public outcry to the highest bidder,



for cash in hand sufficient to pay expenses of sale and commissions thereon, and for the residue on a credit of eight sixteen and twenty four months, with interest from sale. But only so much of said land shall be sold as may be required to pay said purchase money notes and the sale shall be made after advertising for four weeks in the Bristol News the time, place and terms of sale and the Commissioner shall take bonds with good security for deferred payments and report to Court and this cause is continued.

Report of Commissioners, filed Apl. 23d, 1877.

Warren M. Hopkins and wife,

-vs-

John S. Kindrick and wife and others,

In Chancery.

To the Hon. John A. Kelley Judge of the Circuit Court of Washington County, Va.

Pursuant to a decree rendered in the above cause by your Honor at the Octo. term 1876 the undersigned commissioners after first advertising the terms, time and place of sale for thirty days in the Bristol News, did on the 30th day of December 1876, at public outcry in front of the Mayor's Office in the Town of Goodson Va., sell the tract of land <sup>described</sup> in the pleadings in the said cause to the highest bidder, and R. E. Gray being the highest bidder the said land was knocked off to him for the sum of \$2000.00. The said Gray paid your commissioners the sum of \$62.44 in cash and for the residue he executed to your Commissioners his three bonds with Wm. L. McChestney as security, dated Decr. 30th 1876, at 8, 16 and 24 months after date with interest from date for



\$645.85-1/3 each.

All of which is respectfully submitted.

Costs. York and Fulkerson, Comm'rs.

|               |                |
|---------------|----------------|
| Clerk -----   | 7.00           |
| Sheriff-----  | 1.50           |
| Commr's ----- | 40.00          |
| Printing----- | 5.00           |
|               | <u>\$62.50</u> |

-----  
Decree of May 8th 1877.

At a Circuit Court Continued and held for Washington County  
at the Court House thereof on May 8th 1877.

Warren M. Hopkins and wife

Complainants,

-vs-

In Chancery

John S. Kindrick and wife and others

Defendants.

This cause came on this the 8th day of May 1877 to be again  
heard on the papers heretofore read, the former orders and decrees  
the report of sale marked "1877 April 23rd filed" and was argued  
by counsel. On consideration whereof it is ordered by the  
Court that said report be in all things confirmed, there being no  
exceptions thereto.

And it is further ordered by the Court that the said Comm-  
issioners proceed to collect the purchase money notes as the same  
fall due, but before proceeding to collect said notes they will  
execute a bond with security before the Clerk of this Court in  
the penalty of \$2000.00, conditioned as required by law, and  
report their action to Court.

It being suggested that there is a judgment on the original  
notes for the first sale of the lands mentioned and described in  
the bill and proceedings against R. E. Gray the security of W. M.



Hopkins, the original purchaser of said lands, in this Court in favor of said Commissioners York and Fulkerson, it is ordered by the Court that he have credit on the said judgment for the sum of 1937.66 the amount of his bid at the resale and that said credit be entered by the Clerk of this Court as of date the 30th day of December 1876, the date of said re-sale.

-----  
Commissioners Report.

Warren M. Hopkins and Wife

-vs-

John S. Kindrick and wife and others.

IN CHANCERY.

In this case the undersigned Commissioners report to the Court that they collected from R. E. Gray, the purchaser of the lands in the bill and proceedings mentioned, the sum of \$576.00 which they have on hand for distribution.

Respectfully Submitted,

U. L. York,

A. Fulkerson,

Commissioners.

-----  
Decree of January 14th 1878.

At a Circuit Court continued and held for Washington County at the Court House thereof on January 14th 1878.

W. M. Hopkins and wife

Complainants,

-vs-

John S. Kindrick and wife et als

Defendants,

-and-

In Chancery

A. H. Fulkerson Adm'r

Complainant,

-vs-

Baltzell &c

Defendants.



These causes came on to be heard together this the 14th day of January 1878 upon the papers heretofore read in each cause, the report of Commissioners York & Fulkerson, this day filed, and was argued by counsel. And it appearing to the Court that there is in the hands of said Commissioners for distribution the sum of \$570.00, it is ordered and decreed that said Commissioners distribute and pay out of said fund the following sums, as follows:

To John S. Kindrick and wife \$81.00; To B. F. Frye and wife or their assignee \$81.00; To Mrs. Mary H. Hopkins widow of Warren M. Hopkins \$81.00; To Daniel Trigg Trustee of Wm. King Heiskell dec'd \$81.00; To A. H. Fulkerson Guardian of John B., Jensey H., and Sallie K.

Fulkerson \$162.00; and to A. H. Fulkerson Adm'r de bonis non of Jos. C. Baltzell dec'd \$81.00, taking receipts therefor and making report to the Court. But said commissioners will retain the said

amount in their hands until the further order of the Court, ordered to be paid to Mrs. Mary H. Hopkins. And it is further ordered that W. G. G. Lowry commissioner ascertain and report to the Court what is the present value of the life estate of Mrs. Julia B. Baltzell widow of James P. Baltzell dec'd, in the sum of \$123.21 the one third of the said James P. Baltzell's estates *and attached in the second named Cause* interest in said dower lands sold in first named cause, And shall report his proceedings to Court. And this cause is continued.

-----  
Decree of May 11th 1878.

At a Circuit Court continued and held for Washington County at the Court House thereof on May 11th 1878.

|                                      |                           |
|--------------------------------------|---------------------------|
| W. M. Hopkins and wife               | Complainants,             |
| -VS-                                 |                           |
| John S. Kindrick and wife and others | Defendants,               |
| A. H. Fulkerson Adm'r                | Complainant, In Chancery. |
| -VS-                                 |                           |
| Baltzell &c                          | Defendants.               |



These causes came on together to be again heard on the papers heretofore read in each case and it appearing that there is in the hands of York & Fulkerson Commissioners &c the sum of \$81.00 the distributive share of Mrs. Mary H. Hopkins, widow of W.M. Hopkins dec'd, in \$576.00 ordered to be distributed by said commissioners by decree entered in these causes on the 14th of January 1877, it is ordered and decreed that the said Commissioners pay to the said Mrs. Mary H. Hopkins the said sum of \$81.00 taking her receipt for the same and report to this Court.

The above amount was directed to be held by the said Commissioners because of a claim set up by R.E. Gray to the interest of the said Mrs. Mary H. Hopkins, and it appearing that the said Mrs. Hopkins having agreed to release the said Gray as security of her said husband W.H. Hopkins from the payment of his interest in the difference between the amounts realized from the first and second sales of the dower of Mrs. Sallie D. Baltzell, sold under decree in these causes, and the said Gray agreeing that Mrs. Hopkins shall have her interest in the proceeds of the 2nd sale, of which the \$81.00 above mentioned is a part. These causes are continued.

Report of Commissioners, Filed May 8th 1879.

To the Hon. John A. Kelley, Judge &c.

The undersigned Comm'rs have received from the purchaser of the land in this suit \$250.00, and will as they think receive other sums before the next term of this Court.

Respectfully Submitted,  
W.L. York,  
A. Fulkerson,

Commissioners.

May 3th 1879.



Decree of May 8th 1879.

A.H.Fulkerson Adm'r

Complainant,

-vs-

Julia B.Baltzell et al

Defendants,

and

In Chancery

W.M.Hopkins and wife

Complainants,

-vs-

J.S.Kindrick and wife and others

Defendants,

In this cause it appears to the Court from the report of Commissioners York & Fulkerson that they have a fund in their hands, and will likely receive additional sums before the next term of this Court. It is ordered and decreed that said Comm'rs distribute the fund in hand and any other funds that may come into their hands arising from the sale of lands in the pleadings mentioned to the parties entitled, as shown by the pleadings and the former orders and decrees in this cause and the cause of Fulkerson Adm'r &c vs. Julia B. Baltzell et al, and report their action to the Court, and these causes are continued.

-----

Decree of October 11th 1881.

Warren M.Hopkins and wife

Complainants,

-vs-

In Chancery.

John S.Kindrick and wife and others

Defendants.

This cause came on <sup>again</sup> this day to be further heard upon the papers heretofore read, and the former orders and decrees, and was argued by counsel. And it appearing to the Court that there were in the hands of York & Fulkerson Comm'rs the sum of \$500.00 with interest thereon from the 27th day of May 1881, amounting in



all to \$510.83. And the death of U.L.York one of the Comm'rs being suggested it is ordered and decreed that A.Fulkerson the surviving Comm'r distribute and pay out the said sum of \$510.83 as follows:--

To John S.Kindrick and wife the sum of \$72.97; To Mrs Mary H. Hopkins widow of W.M.Hopkins dec'd, \$72.97; To Daniel Trigg Trustee of Wm.King Heiskell the share of Wm.Baltzelle \$72.97; To A.H.Fulkerson Guardian of John E., Jensey H., and Sally K.Fulkerson the shares of their mother and Jos.P.Baltzell dec'd the sum of \$145.94; and to A.H.Fulkerson Adm'r de bonis non of Jos.C.Baltzell the sum of \$72.97, taking receipts therefor and report in writing his action, and this cause is continued.

-----  
Decree of October 1st 1883.

~~xAxHxTxkxrxnxxAxmxxx&xxxxxxx~~ At a Circuit Court continued and held for Washington County at the Court House thereof on October 1st 1883.

|                             |               |
|-----------------------------|---------------|
| A.H.Fulkerson Adm'r         | Complainant,  |
| vs                          |               |
| J.B.Baltzell et al          | Defendants,   |
| and                         | In Chancery.  |
| W.M.Hopkins and wife        | Complainants, |
| vs                          |               |
| J.S.Kindrick and wife et al | Defendants ,  |

These causes came on to be heard again this 1st day of October 1883 upon the papers formerly read the report of John A. Buchanan Comm'r filed the 14th day of Sept.1883 and was argued by counsel and there being no exceptions to said report it is confirmed.



Commissioners Report , filed October 7th 1889.

To the Hon. John A. Kelley Judge of the Circuit Court for  
Washington County:-

The undersigned Commissioner in the cause of W M. Hopkins  
and wife and others vs. John S. Kindrick and wife and others begs  
leave to report that he has collected the purchase money due on  
the dwer lands of Sallie D. Baltzell dec'd sold in said cause and  
distributed the same to the parties entitled thereto.

The last payments made to the distributees were as follows:  
and in full of their respective shares for which vouchers were  
taken and herewith filed and asked to be taken as a part of this  
report.

|  |        |
|--|--------|
| To Thos. D. Pemberton Assignee of Sallie D. Frye --- | 244.45 |
| To Mary H Roberts -----                              | 244.45 |
| <i>Trustee of W. King Hickell</i>                    |        |
| To Daniel Trigg Vendee of William Baltzell -----     | 123.20 |
| To Sallie K. Carr -----                              | 123.40 |
| To Jennie H. Baylor -----                            | 123.40 |
| To A. Fulkerson Att'y of J. B. Fulkerson -----       | 105.15 |
| To Kate F. Kindrick -----                            | 130.03 |
| To L. F. Johnson bal. am't assigned by Trigg Tr. --- | 144.33 |

Your Commissioner further reports that the purchaser of said  
lands, R. E. Gray, has paid the purchase money therefor in full and  
is entitled to a deed therefor.

Respectfully Submitted,

A. Fulkerson, Commissioner.

-----



Decree of October 8th 1889.

At a Circuit Court continued and held for Washington County  
at the Court House thereof October 8th 1889.

W.M.Hopkins and wife &c

Complainants,

-vs-

In Chancery.

J.S.Kindrick & wife &c.

Defendants,

This cause came on again to be heard on this 8th day  
of October 1889, on the papers formerly read and the report of  
A.Fulkerson Commissioner, and was argued by counsel, and there be-  
ing no exceptions to the said report the same is in all things  
confirmed, and it appearing from said report that R.E.Gray the  
purchaser of the dower lands of sallie D.Baltzell has paid the  
entire purchase price therefor, it is adjudged, ordered and decreed  
that J.Irby Hurt who is hereby appointed a commissioner for the  
purpose shall make a deed conveying to the said R.E.Gray the said  
tract of land, with covenants of special warranty, for which he  
shall receive the sum of \$2.50 from the said Gray, and he will  
report to Court and this cause is continued.

Report of Hurt Comm'r filed September 16th 1890.

To the Hon.John A.Kelley Judge of the Circuit Court of  
Washington County.

The undersigned commissioner in the case of W.M.Hopkins  
and others vs. J.T.Kindrick and others, who was appointed by your  
Honor's decree of October 8th 1889 in said case, begs leave to  
report that in obedience to said decree he has executed and  
delivered to R.E.Gray a deed to the lands formerly held by Sallie  
Baltzell as dower, with covenants of special warranty, and



J. Irby Hurt, Commissioner.

Decree of September 25th 1896.

J.S.Kindrick &c Defendants,

And it appearing to the Court that all matters have been adjudicated in this case and nothing further to be done therein, it is ordered that the same be stricken from the docket.

Virginia: Washington County to-wit:-

I, John M. Kregar Clerk of the Circuit Court for the County of Washington <sup>in the State of</sup> Virginia, do hereby certify that the foregoing is a true transcript of the record and proceedings in a certain suit in Chancery lately pending in said Court between Warren M. Hopkins & Wife Plaintiffs and John S. Kindrick & Others Defendants as the same appears from the records of my office. Given under my hand this the 16th. day of September 1896.

Fee for Transcript

Clerk



I N D E X .

|   |      |     |
|---|------|-----|
| Original Bill -----                                 | Page | 1   |
| Process -----                                       | "    | 4   |
| Order of Publication -----                          | "    | 6   |
| Answer of C.S.Bekem G.A.L. filed June 26th 1872 --  | "    | 7   |
| Answer of John B.Fulkerson filed July 23rd 1872 --  | "    | 8   |
| Decree of July 24th 1872 -----                      | "    | 9   |
| Decree of August 27th 1872 -----                    | "    | 11  |
| Commissioners Report -----                          | "    | 12  |
| Decree of October 28th 1872-----                    | "    | 13  |
| Decree of November 26th 1872-----                   | "    | 14  |
| Decree of January 6th 1875 -----                    | "    | 15  |
| Rule -----  | "    | 15  |
| Decree of October 4th 1876 -----                    | "    | 17  |
| Report of Commissioners filed April 23rd 1877 ----- | "    | 18  |
| Decree of May 6th 1877-----                         | "    | 19  |
| Commissioners report -----                          | "    | 20  |
| Decree of January 14th 1878 -----                   | "    | 20  |
| Decree of May 11th 1878 -----                       | "    | 21  |
| Report of Commissioners filed May 8th 1879 -----    | "    | 22  |
| Decree of May 8th 1879 -----                        | "    | 23  |
| Decree of October 11th 1881 -----                   | "    | 23  |
| Decree of October 1st 1883 -----                    | "    | 24. |
| Commissioners report filed October 7th 1889 -----   | "    | 25  |
| Decree of October 8th 1889-----                     | "    | 26  |
| Report of Hurt Comm'r filed Sept.10th 1890. -----   | "    | 26  |
| Decree of September 25th 1890-----                  | "    | 27  |
| Certificate -----                                   | "    | 27  |



Warren M. Hopkings re

Is Copy of Record

John S. Hinds' wife

Exhibit No 2

to Jno McKee's  
Deposition

To Isaac S. Anderson and John R. Gibson, Executors of the last Will and Testament of A. H. Fulkerson, deceased, Henrietta E. Beatty, Ida I. Fulkerson, Mary H. Fulkerson, Margaret A. Fulkerson and Martha L. Fulkerson,--the last three ~~being~~ being infants, and P. G. Fulkerson, Guardian Ad Litem for said three infants:

-----You are hereby notified that on the 29th day of November 1897, We will apply to the Clerk of the Circuit Court for Lee County, Virginia, for a transcript of the record in the Chancery cause of Jennie H. Baylor and Sallie K. Carr against Isaac S. Anderson and John R. Gibson, Executors, etc., et als, lately decided in said Court, for the purpose of presenting a petition with said transcript of record to the Court of Appeals of Virginia, for an appeal in said cause. This the 24th day of November 1897.

Respectfully,

Jennie H. Baylor,

Sallie K. Carr,  
By Counsel,



Jessie W. Naylor & Alice  
H. Corr  
{ Notice,

Esq. S. Anderson & John R.  
Tibson Esq. et al —

---

Legal service  
of the within notice  
is accepted  
This the 25<sup>th</sup> day of  
November 1897,  
P. G. Fulkerson  
Guardian ~~ad litem~~ for  
Mary A. Fulkerson  
Margaret A. Fulkerson  
Martha L. Fulkerson.  
And as counsel for  
Ida J. Fulkerson

To Isaac S. Anderson and John R. Gibson, Executors of the last Will and Testament of A. H. Fulkerson, deceased, Henrietta E. Beatty, Ida I. Fulkerson, Mary H. Fulkerson, Margaret A. Fulkerson and Martha L. Fulkerson,--the last three ~~being~~ being infants, and P. G. Fulkerson, Guardian Ad Litem for said three infants:

-----You are hereby notified that on the 29th day of November 1897, We will apply to the Clerk of the Circuit Court for Lee County, Virginia, for a transcript of the record in the Chancery cause of Jennie H. Baylor and Sallie K. Carr against Isaac S. Anderson and John R. Gibson, Executors, etc., et als, lately decided in said Court, for the purpose of presenting a petition with said transcript of record to the Court of Appeals of Virginia, for an appeal in said cause. This the 24th day of November 1897.

Respectfully,

Jennie H. Baylor,

Sallie K. Carr,

By counsel,

I accept legal service of the above  
Notice. Nov. 26 1897

A. L. Ouellette for  
Isaac S. Anderson



Jennie H. Baylort Lallio H. Carr.

vs. } Notice.

Isaac S. Anderson & John R. L. Carr Executors

Virginia Washington County To wit

To the Sheriff or any legal officer of said County

We command you to summon

James H Bainter and N M Dittor to  
appear before the undersigned C. J.  
Lumason Special Commissioner at  
the Hamilton Hotel in the City of Bristol  
Va on the 12<sup>th</sup> day of February 1897. To  
testify and the truth to speak in behalf of  
the defendants in a certain cause in chancery  
pending in the Circuit Court of Lee  
County in which Jennie H Baylor & Sally  
N Lear are plaintiffs & J. S. Anderson  
son executor &c and others are defend-  
ants. And this they shall in no wise  
omit under a penalty of \$30.00

Given under my hand this  
12<sup>th</sup> day of Feby 1897

C. J. Lumason Special  
Commissioner.



Executed this the  
12<sup>th</sup> day of Feb 1897  
by Summoning  
the within named  
parties

Sam. D. Keller  
C. C. B.

The exceptions of the defendants, to the evidence produced, by the plaintiff -

1. The records, of the Courts of Washington showing the loaning of Confederate money and the issuance of Bonds - not being relevant -

2. To the charging of Col. Fulkerson as guardian for any sum - He is not nor ever was guardian except as guardian de son tort, if such a thing can be. See sec. 2927, bars such claim in five years.

3. no account can be stated against Col. Fulkerson as guardian after the marriage of the plaintiff and their ~~attainment~~ <sup>attainment</sup> of 21 years - see ~~§§ 2603~~ <sup>§ 2603</sup>.



Baylon River  
25 E. 40° N. 1000 ft.  
Anderson. Hunter M.

C



James H. Baylor & Sallie H. Coor Plffs  
vs

J. S. Anderson & John R. Dickson <sup>Exor & Atty</sup> Dfs  
Exceptions of plaintiffs to Defendants  
proof & exhibits -

1) The account for taxes and the  
tickets filed are excepted to, because  
one and the same.

(2) Receipts A 7. & A 1. for \$180<sup>00</sup> & \$270<sup>00</sup>  
respectively are excepted to, because  
accounted for by plaintiffs in  
their bill by the \$150<sup>00</sup> received  
by each of plaintiffs (See the  
bill, said receipts A 7. & A 1. and  
Mr Payer's statement.)

3d Letters of Gann & Fullerson.  
Because self-serving, matters  
of opinion and hearsay, but not  
so far as they contain admissions  
of agent against principal.  
And because said letter discloses  
another paper sent with it, and  
not produced.

Copy of Kreyer letter further excepted  
to because he was an arbitrator  
& purports only to be a copy, proof  
of sending original not made  
and discloses better evidence  
not produced.



(4) Receipts & accounts for nursing  
Joseph C. Balzell, by Mrs  
Roberts excepted to because  
Selection of persons & persons  
matter not made in accordance  
with the will of said Balzell,  
and Certificate mentioned  
by her not produced and  
Contents not proved.

(5) All charges, attempted to be set  
by said Executors, because  
not shown to be made by  
Mr Fullerton as guardian or agent,  
but in his individual capacity, as a father.

(6) All evidence of Mr Fullerton's  
Character, because in this  
respect it is not in issue, and is  
legally immaterial.  
May 8th 1897.

Morrison Sewell,  
att'y for Alffs.



Andersson & Gibson 25th Feb

1  
2  
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16



Virginia

Lincoln County of Lee County sitting  
in Chancery

James H. Baylor & others

vs

J. D. Duly.

John R. Gibson & others Executors &c and others

The Plaintiffs except to so much  
and such parts of the answer  
of said Gibson & others Executors &c in  
the aforesaid cause, ~~for~~ these paragraphs  
& for the following causes, as follows.

They except 1<sup>st</sup> to so much said such parts  
of the answer as alleges that A. H.  
Hulkinson borrowed the money he  
paid them in 1884 on page 4 line 32 to  
the end of the page

2<sup>nd</sup> To second paragraph <sup>page 7</sup> because  
there is no itemized account  
or any account filed & because  
it is not sufficiently specific  
to show a contract or a necessity  
therefor & because not properly  
chargeable by ~~the~~ debts

3<sup>rd</sup> To so much & such parts of  
said answer as seeks an offset  
for a liability on Robert Carr  
as the security of said Carr  
alone, as ~~pl'ts~~ apparently legally  
entitled ~~to~~ the fund sought on  
not bound for Carr's debts & it  
not in some right <sup>this appears on page</sup> & because  
the answer is argumentative  
& ~~for other~~ reasons to be  
assigned at bar

B. H. Sewell  
Attorney for  
Pl'ts



Pliffs Exceptions

(c)



# The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you, That you summon *Isaac S Anderson and John R Gibson* Executors of the last will and testament of *A. H. Fulkerson deceased, Henrietta E. Beatty, Ida S Fulkerson Mary H Fulkerson, Margaret A Fulkerson and Martha L Fulkerson*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *3rd* Monday in *April*, 189*6*, to answer a

bill in Chancery, exhibited against *them* in our said court by

*Jessie H Baylor and Sallie H Barr*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *3/5th* day of *March*, 189*6*, and in the *12.0th* year of the Commonwealth.

*A B Munsey* Clerk.



I Executed the within <sup>in part April 3<sup>rd</sup> 1896</sup> Will by delivering  
an attested Copy of the within Summons  
to Fola Fulkerson Mary. H. Fulkerson  
Margart. A. Fulkerson Martha L Fulkers  
on <sup>and</sup> R. Gibson & J. S. Anderson in  
presence of the said witnesses <sup>at F. H. Fulkerson's place</sup>  
County Nat. further Executed Laureta  
& Beaky is not living in this State  
Wm P Weston Sg

Jennie H. Chapman et al  
SUPPENA.

vs.

IN CHANCERY  
George S. Anderson and  
John W. Gibson Executors  
Morrison & Jewell. p. 9.

To 2<sup>nd</sup> April Rules.

CIRCUIT COURT.

6. General Smith  
 The day of leaving  
 our little camp at the  
 station was the 10th  
 of the month. I was very  
 much surprised to find  
 that the weather was  
 so warm. The day  
 was very hot and  
 the sun was shining  
 brightly. The wind  
 was blowing from the  
 south. The water was  
 very warm. The  
 weather was very  
 pleasant. The day  
 was very hot and  
 the sun was shining  
 brightly. The wind  
 was blowing from the  
 south. The water was  
 very warm. The  
 weather was very  
 pleasant.



**The Commonwealth of Virginia,**

**To the Sheriff of the County of Lee---Greeting:**

We Command you, That you summon *Isaac S Anderson and John R Gibson* Executors of the last will and testament of *A H Fulkerson* deceased *Henrietta E Beatty, Ida S Fulkerson Mary H Fulkerson, Margaret A Fulkerson and Martha L Fulkerson*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *3rd* Monday in *April*, 189*6*, to answer a bill in Chancery, exhibited against *them* in our said court by

*Jennie H Baylor and Ballie K Carr*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *31st* day of *March*, 189*6*, and in the *12<sup>th</sup>* year of the Commonwealth.

*A B Munsey* Clerk.

*A Copy Teste*

*A B Munsey Clerk*

---

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vs. { SUPRENA.  
IN CHANCERY.

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..... p. q.

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To ..... Rules.

CIRCUIT COURT.

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